



**BARGAINING AGREEMENT BETWEEN  
THE INTERNATIONAL BROTHERHOOD OF POLICE  
OFFICERS, LOCAL 571 AND THE DIRECTORATE OF  
EMERGENCY SERVICES  
FORT A.P. HILL, VIRGINIA**



DEFENDING AMERICA WHILE YOU SLEEP



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## PREAMBLE

In accordance with the provisions of the Federal Service Labor Management Relations Statute, 5 USC Chapter 71, and subject to all applicable and future statutes and regulations, the following Agreement is entered into between the United States Army Garrison, Fort A. P. Hill hereinafter referred to as the "EMPLOYER" and the International Brotherhood of Police Officers, Local 571, hereinafter referred to as the "UNION". The pronoun he used herein is neutral language and includes both male and female POLICE OFFICERS.

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

WHEREAS, it is the intent and purpose of the PARTIES hereto to promote and improve the efficient administration of the Federal Service and the well-being of POLICE OFFICERS within the meaning of the Federal Service Labor Management Relations Statute, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest. It is furthermore the intent of the Agreement to promote cooperative relationship between LABOR and MANAGEMENT.

WHEREAS, the PARTIES agree to support efforts to eliminate waste, combat absenteeism; conserve materials and supplies; insure timely completion of work, improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the EMPLOYER, the UNION MEMBERS and the local community.

The PARTIES mutually agree to inform POLICE OFFICERS of their rights, and to ascertain that no interference, restraints, or coercion, or discrimination is practiced by any MANAGEMENT or UNION official to encourage or discourage Membership. All PARTIES agree to treat each other with respect and dignity.

NOW THEREFORE, the PARTIES hereto agree as follows:

## **ARTICLE 1 -ALTERNATIVE DISPUTE RESOLUTION (ADR)**

Section 1. Alternative Dispute Resolution (ADR) provides an informal means to resolve matters of concern encouraging the PARTIES to discuss the matters of concern in hopes of mutual resolution.

Section 2. Alternative Dispute Resolution (ADR) is a supplement to not a limitation or replacement for negotiated grievance or other appropriate appeal procedures.

Section 3. Mediation is an ADR technique offered as an option to the POLICE OFFICERS, UNION and MANAGEMENT. It is confidential and requires mutual agreement.

Section 4. The program elements and procedures can be found in the Department of Defense Alternative Dispute Resolution (ADR) Program.

Section 5. The PARTIES agree to encourage the use of ADR. ADR may be used before, during or after a negotiated or complaint procedure.

## ARTICLE 2 – ARBITRATION

Section 1. If the EMPLOYER and the UNION fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the final decision, shall be submitted to arbitration.

Section 2. Within fifteen (15) calendar days from the date of the request for arbitration, the PARTIES shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The PARTIES shall meet within fifteen (15) calendar days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the EMPLOYER and the UNION will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- (1) Either party refuses to participate in the selection of an arbitrator or
- (2) upon inaction or undue delay on the part of either party.

Section 4. If the PARTIES fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the EMPLOYER and the UNION. The arbitration hearing will be held, if possible, on the EMPLOYER's premises during the regular day shift hours of the basic workweek. All POLICE OFFICER'S representatives, POLICE OFFICER'S appellants, and the POLICE OFFICER'S witnesses otherwise in a pay status shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 6. The arbitrator will be requested to render his decision as quickly as possible but in any event, not later than thirty (30) days after the conclusion of the hearing unless the PARTIES mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the PARTIES; however, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

### **ARTICLE 3 - CIVILIAN EMPLOYEE LIABILITY**

Section 1. The PARTIES agree that when a POLICE OFFICER is involved with loss, damage or destruction of government property, such POLICE OFFICERS may be liable for damage under AR- 735-5 which covers Financial Liability Investigations of Property Loss and Appeals (FLIPLA).

Section 2. After the appropriate approving authority on a FLIPLA holding a POLICE OFFICER liable takes final action the POLICE OFFICER in accordance with the provisions of AR 735-5 may appeal

## ARTICLE 4 - DETAIL ASSIGNMENTS

Section 1. For the purpose of this Article, a detail is defined as "the temporary assignment" of a POLICE OFFICER to a different position for a specified period with the POLICE OFFICER returning to his or her regular duties at the end of the detail.

Section 2. POLICE OFFICERS to be detailed shall be given as much advance notice as possible.

Section 3. Details will be made in accordance with applicable laws, regulations, and will be consistent with the terms of this agreement.

Section 4. Details to higher-graded positions or positions of known promotion potential in excess of 120 consecutive calendar days will be made competitively.

Section 5. All details for 120 days or more will be documented through an SF-52. All details for less than 120 days will be documented in a memorandum for record.

Section 6. It is agreed that details will not be made to evade the principle of the merit promotion program. Details will be kept to the shortest **length** practicable.

Section 7. POLICE OFFICERS who are Fort A. P. Hill certified and otherwise qualified will be selected for the details based on a departmental seniority list established by the Chief of Police or his designee. Other factors may be considered beyond departmental seniority. Details will generally be 60-days not to exceed 120-days, **unless management determines otherwise.**

Section 8. POLICE OFFICERS who have served or those who request not to be detailed and this request is approved by management will be moved to the end of the certified seniority list.

Section 9. Detail Assignments

a. POLICE OFFICERS detailed to a higher graded position for a period of more than sixty (60) consecutive work days will be temporarily promoted. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed sixty (60) consecutive work days.

- (1) A temporary promotion may not be made primarily: **ok**
- (2) To train or evaluate a POLICE OFFICER in a higher grade position;
- (3) To give a POLICE OFFICER a trial period before permanent promotion;
- (4) To decide among candidates for permanent promotion and;
- (5) A POLICE OFFICER'S leave status or record may not be used as sole criteria for a non-qualification for temporary assignment, detail or selection process.

b. The EMPLOYER agrees to notify the Local Union President/or designee in writing when a temporary detail assignment becomes available. This notice will be posted by the Local Union President/or designee on the Union's bulletin board.

c. Upon written or verbal request the EMPLOYER will provide the names of POLICE OFFICERS selected to fill temporary detail assignments.

## ARTICLE 5 - DISCIPLINARY ACTIONS

### Section 1. Cause

a. Disciplinary action will only be taken for such causes as will promote the efficiency of the service and be consistent with laws and regulations governing such action and will be fair and equitable. The burden of proof will be on the EMPLOYER to show disciplinary actions are supported by a preponderance of the evidence. Discipline will be administered in a timely manner.

b. In disciplinary actions against any POLICE OFFICERS covered by this Agreement for which written notice of a proposal is required, the EMPLOYER will furnish the POLICE OFFICER with an extra copy of the proposal. The POLICE OFFICER may give their copy to a representative of the UNION or to any other person. POLICE OFFICERS against whom formal disciplinary action is taken will be advised of their rights of grievance and/or appeal, as appropriate.

c. In deciding what, if any, penalty **in an adverse action** is appropriate, the EMPLOYER may consider the Douglas Factors and AR 690-700, Chapter 751, Table of Penalties for Various Offenses and any other factors that may be relevant in the particular case. (See Appendix C for Douglas Factors and APPENDIX D Table of Penalties)

Section 2. Disciplinary Actions/Adverse Actions for the purpose of this article shall be defined as follows:

- a. Letter of Reprimand
- b. Suspensions (up to and including 14 days)
- d. Suspensions (more than 14 days) – Adverse action
- e. Demotions – Adverse action
- f. Removals – Adverse action

### Section 3. Counseling/Letter of Warning

a. The EMPLOYER may use verbal or written counseling/warning/admonishment to assist a POLICE OFFICER to change performance and/or behavior, i.e. tardiness, excessive unscheduled absence, etc. The parties agree that at times it may be necessary for the EMPLOYER to provide a written confirmation of a verbal counseling, for record keeping.

b. Counseling is an EMPLOYER'S tool to identify and change performance and/or behavior.

c. Counseling may include an offer of assistance through the appropriate Employee Assistance Program (EAP). Counseling with an EAP counselor is strictly confidential unless the POLICE OFFICER implies or directly threatens to **harm himself/herself or others**.

### Section 4. Progressive Discipline

a. The EMPLOYER, where appropriate, may use Progressive Discipline in accordance with AR 690-700 (Discipline). The PARTIES agree that some instances of POLICE OFFICER misconduct are outside the realm of progressive discipline and warrant punitive discipline.

b. The appropriate EMPLOYER official may take informal steps in situations of a minor nature involving unacceptable behavior and/or performance, such steps include, oral and/or written counseling/warnings/admonishments.

c. After six (6) months a POLICE OFFICER may submit a written request to have the written counseling/warning/admonishment be removed from the record based on good behavior.

d. Formal disciplinary actions are taken by the EMPLOYER in accordance with Army Regulation 690-700 in situations involving unacceptable behavior and/or performance, such as written reprimands, suspensions, reductions in pay or grade, and/or removals.

e. A written reprimand is placed in the Official Personnel File (OPF) for a period of one (1), two (2) or three (3) years. After half the length of the duration of the reprimand the POLICE OFFICER may submit a written request to have the reprimand removed from the Official Personnel File (OPF) based on good behavior.

f. Once a written counseling/warning/admonishment or reprimand is removed it is to be regarded as never having occurred.

## **Section 5 – Investigations**

a. It is understood and agreed that in the administration of all matters concerning administrative investigations the EMPLOYER and its officials and the Union and the bargaining unit are governed by the provisions of the federal regulations, existing and future laws.

b. In addition to the above, the following will apply when an allegation is leveled against a POLICE OFFICER or when the EMPLOYER commences an investigation. The Director of DES or his designee may take one of the following actions in reference to the pay status of the accused POLICE OFFICER: The following pay status examples will be determined on a case by case basis and the severity of the act.

(1) Continue the POLICE OFFICER on duty in their regular assignment;

(2) Place the POLICE OFFICER on administrative leave pay;

(3) Continue the POLICE OFFICER on duty in some other assignment consistent with the nature of the allegations; or

(4) Place the POLICE OFFICER on indefinite suspension

Section 6. Preliminary inquiry - will be made to determine the facts. Part of this preliminary inquiry may include a discussion with the affected POLICE OFFICER. The POLICE OFFICER will be advised of whether he/she is a target of the investigation or whether he/she is sought as a witness.

Section 7. **Conduct of Interview** - Whenever a POLICE OFFICER is under administrative investigation or the subject of an interview which could lead to disciplinary action, reduction-in-grade, or removal from the Federal Service; such interview will be conducted under the following conditions **and in accordance with AR 15-6**:

a. The UNION, if requested, will be allowed to be present at any formal discussion involving the POLICE OFFICER and the EMPLOYER concerning the act(s) if the POLICE OFFICER has reasonable belief the meeting may result in disciplinary action.

b. Normally, the interview will be conducted at the office of the EMPLOYER and at a time when the POLICE OFFICER is on duty unless the seriousness of the investigation is of such a degree that immediate action is required. If the POLICE OFFICER is called in while off duty he/she will be placed in a pay status.

c. The interview session will be for reasonable periods and will allow for such personal necessities and rest periods as are reasonably required.

d. The POLICE OFFICER under investigation/interview will not be subjected to offensive language or be threatened. No promise or reward will be made as an inducement to answer questions.

e. If after the investigation is complete and the EMPLOYER determines that disciplinary actions against any POLICE OFFICER covered by this Agreement is necessary the following will apply:

(1) POLICE OFFICERS will be informed of charges placed against them and/or of their rights and responsibilities at an appropriate time prior to questioning. The EMPLOYER will allow POLICE OFFICERS to review any complaint against him/her at the time of questioning.

(2) POLICE OFFICERS have the right to request Union representation when he/she believes questioning may result in disciplinary action. POLICE OFFICERS will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting. It is expected that the POLICE OFFICER will secure and be prepared for the meeting within 5 business days unless the seriousness of the investigation is of such a degree that immediate action is required.

(3) Investigation will consider all facts, circumstances. Every effort will be made to complete the investigation in a timely manner.

Section 8. Disposition of Investigation – A notice of **disposition** of a complaint or conclusion of an investigation when an individual is accused of wrongdoing will be defined in one of the two classifications:

- a. Sustained; or
- b. Not sustained

If EMPLOYER initiates no action as a result of this investigation, the POLICE OFFICER, who is the subject, and the Union will receive the written findings in a timely manner.

## **ARTICLE 6 - DRUG TESTING PROGRAM**

Section 1. Drug abuse adversely impacts productivity, health and safety, scheduling, morale and work attitudes. Recognizing these effects, the PARTIES jointly acknowledge the need for creating clear policies and procedures to eliminate or deter substance abuse from the workplace, take appropriate disciplinary action and to rehabilitate the substance abuser IAW AR 600-85.

The Department of the Army Civilian Employees Drug Abuse Testing Program contains a comprehensive detailed plan for civilian drug testing.

Section 2. This program is applicable to Testing Designated Position (TDP) Department of the Army Civilian Police Officers, occupational series GS-0083. All TDP personnel will be required to participate in urinalysis testing before appointment or selection and periodically after appointment or selection on a random basis.

Personnel selected for TDP must sign a DA Form 5019-R (Condition of Employment for Certain Civilian Positions Identified as Critical Under the Drug Abuse Testing Program) acknowledging Department of the Army's (DA) right to require TDP selectees and POLICE OFFICERS to participate in drug testing.

The following type of civilian drug testing may occur:

1. Reasonable suspicion testing;
2. Post-accident testing;
3. Follow up testing due to counseling or rehabilitation for illegal drug use;
4. Random testing of POLICE OFFICERS in designated position (TDPs); and
5. When an POLICE OFFICERS volunteers for drug testing

Section 3. The following is a list of the references related to drug testing:

1. Executive Order 12564 (Drug Free Workplace);
  2. Department of Defense Directive 1010.9;
  3. Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs;
- and
4. Chapter 5-14 (Civilian Drug Abuser Testing Program) AR 600-85, Alcohol and Drug Abuse Prevention and Control Program (ADAPCP)

Section 4. Definitions:

1. Reasonable Suspicion Testing - Reasonable suspicion may be based on the following objective evidence of on or off duty drug related use:

- a. Observable phenomena such as direct observation of drug use or possession of physical behavior or appearance;
- b. A documented pattern of abnormal conduct or behavior;
- c. Confirmed tampering of a prior drug test;
- d. The POLICE OFFICER'S own admission of drug use; and
- e. Conviction for a drug related offense.

2. The POLICE OFFICER will also be advised of his/her right to have a UNION representative present

during presentation of findings.

3. Accident of unsafe practice testing will be conducted in accordance with AR 600-85

#### Section 5. POLICE OFFICERS requiring Assistance

1. TDP personnel identified with a substance abuse problem will be removed from their position pending the appropriate administrative action.
2. Such TDP personnel may be referred to the Employee Assistance Program (EAP)
3. The EMPLOYER will seek guidance from Civilian Personnel Advisory Center (CPAC)/Labor Management Employee Relations (LMER) IAW AR 600-85.
4. A POLICE OFFICER who admits to substance abuse prior to selection for testing and respectfully, enrolls in a drug treatment program may reduce or avoid adverse personnel actions.

#### Section 6. Testing for Specific Drugs - Testing for Specific Drugs will be done in accordance with Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Section 7. Random testing will not be used as a harassment tool. All random drug testing dates will be unannounced with no prior notice. Per regulation, random drug testing is authorized at least one time per month.

1. The date and time for random drug testing will be set by the EMPLOYER or his/her representative.
2. Whoever works on the date selected will participate.
3. The EMPLOYER in conjunction with the ADAPCP, with additional assistance from the EMPLOYER, will provide information and referral concerning the dangers of drug use, career consequences, available counseling and rehabilitation to any POLICE OFFICER who request it.

#### Section 8. Testing Procedures

- a. The EMPLOYER shall establish and administer the drug testing program in accordance with the applicable laws and regulations.
- b. The EMPLOYER's program contains detailed careful procedures pertaining to sample collection, sealing of samples, receipt and record - keeping of samples, chain of custody and shipping to the contract laboratory. Should a POLICE OFFICER or UNION representative have grounds to believe these procedures have been violated; the errors shall be subject to the grievance and arbitration provision of the collective bargaining agreement between the PARTIES.

#### Section 9. Accuracy Concerns

- a. If a POLICE OFFICER or UNION representative notifies the EMPLOYER of a potential compromise (i.e. significant procedural violation) to the integrity of the collection and testing procedures, the agency will review and address the concern raised.
- b. The EMPLOYER will notify the UNION of any laboratory errors reported to it (either clerical, such as an error in a reported identification number, or analytical, such as a false positive and what actions the

agency intends to take resulting from such an error report. The POLICE OFFICER may request to submit to another test.

#### Section 10. Privacy Concerns and Releases of Information

a. All POLICE OFFICER drug testing information will be kept separate from military reporting, notice, or actions. The civilian program and the military program are separate jurisdictions and will not cross over lines.

b. Any drug - related information (test results, legitimate drug use, rehabilitation information) will be maintained in the POLICE OFFICER'S medical file, separate from the Official Personnel File (OPF) and will not be released to any individual or entity without authorization by the affected POLICE OFFICER **unless there is a need to know.**

c. The EMPLOYER/Supervisors are prohibited from maintaining test records or releasing test records information that an individual is or has been an abuser of alcohol or other drugs. Test records will be maintained at the installation Occupation Health Office or the installation ADCO. **The employer will handle all drug test information in accordance with the Privacy Act and applicable regulations.**

#### Section 11. Additional Concerns

a. The PARTIES agree that a primary goal of this program is twofold. One, to maintain a drug-free environment for POLICE OFFICERS working in testing designated position and two, to restore POLICE OFFICERS who have successfully participated in rehabilitation and remain drug free to productive services as soon as consistent with safety, the mission of the EMPLOYER, and the treatment of the POLICE OFFICER.

b. If the EMPLOYER acknowledges an error or the POLICE OFFICER is successful on appeal of a challenge to a test or the EMPLOYER's action as a result of a positive test, the agency will act in accordance with the ruling made by the MSPB. In addition, POLICE OFFICERS who were unable to be considered for promotions or potential promotion due to such error or who has successfully appealed the EMPLOYER'S action, will receive priority non-competitive consideration for the next available promotion for which they apply (i.e., they will be referred for consideration ahead of any other candidates) subject to **appropriate** laws and statutes.

### **ARTICLE 7 - DURATION AND TERMS**

Section 1. This Agreement as executed by the PARTIES shall remain in full force and effect for a period of five (5) years from the date of approval by the EMPLOYER or his designee and shall be automatically extended for a period of one year unless either Party notifies the other Party in writing, not more than 105 calendar days not less than 60 calendar days prior to the five (5) year expiration date of either PARTIES' desire to terminate or renegotiate this Agreement.

Section 2. The PARTIES agree to a three-year midterm opener. Either party shall notify the other Party in writing of their desire to renegotiate not more than 105 calendar days not less than 60 calendar days prior to the three (3) year midterm date.

Section 3. A request for amendment by either Party shall be in writing and shall state the specific article section and subject matter to be considered. The PARTIES will meet within thirty (30) days after receipt of such request to negotiate the amendment. Such amendment shall be effective only when approved in the same manner as this agreement. It is agreed that the above procedure may be invoked four times during the term of the contract.

Section 4. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable law and regulations of appropriate authorities, which could affect POLICE OFFICERS, including court decisions, and decisions of the Federal Labor Relations Authority, and the Federal Service Impasses Panel. Any supplements will remain in effect in accordance with the provisions of this Article.

Section 5. Termination of this Agreement will not in and of itself terminate the recognition granted the UNION.

Section 6. This Agreement may be terminated (a) by mutual consent of both PARTIES and (b) at any time it is determined and established that the UNION is no longer entitled to exclusive recognition under the Federal Service Labor Management Relations Statute.

## **ARTICLE 8 - POLICE OFFICER'S RIGHTS**

Section 1. POLICE OFFICERS shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty, reprisal or coercion, to join and assist the UNION or refrain from any such activity.

Section 2. Except as expressly provided hereinafter and in the Federal Service Labor Management Relations Statute, the freedom of such POLICE OFFICERS to assist the UNION shall be recognized as extending to participation in the management of the UNION and Acting for the UNION in the capacity of a UNION representative, including presentation of its views to officials of the Executive Branch, the US Congress, or other appropriate authority.

Section 3. A POLICE OFFICER has the right to communicate with the UNION, the Commander, the Civilian Personnel Advisory Center (CPAC), or MANAGEMENT officials of higher rank than his/her immediate supervisor. The POLICE OFFICER is encouraged to use the chain of command before seeing these officials.

Section 4. A POLICE OFFICER desiring to visit a UNION representative, the CPAC, the Commander or any higher MANAGEMENT personnel shall request permission from the EMPLOYER to do so. It is not necessary for the POLICE OFFICER to explain his reasons for desiring the visit. The EMPLOYER will without undue delay, indicate a convenient time for the POLICE OFFICER to make the visit, which will not unduly disrupt the work schedule. If contact is desired with a particular individual, the EMPLOYER should arrange an appointment with that individual as quickly as practicable, if requested.

Section 5. A POLICE OFFICER has the right to file a complaint, a grievance, or appeal under the applicable procedure for that purpose without interference, coercion, or threat of reprisal. A POLICE OFFICER acting in an official capacity for the EMPLOYER shall not interfere with or attempt to interfere with the filing of such complaint, grievance, or appeal, or threaten to take any act of reprisal against a POLICE OFFICER because he has filed or expressed an intention to file a complaint, a grievance under any of these procedures.

Section 6. The EMPLOYER will take such action, consistent with law or with directives from higher authority, as may be required in order to assure that POLICE OFFICERS are apprised of their rights and privileges as provided in this Article, and that no interference, restraint, coercion or discrimination is practiced within the unit to encourage or discourage membership in the UNION. All provisions of this Agreement shall be applied fairly and equitably to all POLICE OFFICERS within the unit.

Section 7. The EMPLOYER shall treat all POLICE OFFICERS with respect and dignity and shall address POLICE OFFICERS appropriately.

Section 8. POLICE OFFICERS have the right to inspect their official personnel folder. Requests will be coordinated through the CPAC representative.

Section 9. POLICE OFFICERS have a right for the UNION to be present at the request of the POLICE OFFICER during a formal discussion as defined in the statute.

Section 10. Each POLICE OFFICER is entitled to know who his/her supervisor is and shall have direct access to his/her supervisor at a time convenient to both the POLICE OFFICERS and the supervisor.

Section 11. Under normal circumstances, POLICE OFFICERS shall not be required to report to more than one supervisor. In the event that a POLICE OFFICER receives an order or directive from a higher-ranking manager than his/her immediate supervisor and the order or directive conflicts with a previous order, the POLICE OFFICER may request clarification from his/her immediate supervisor. If the supervisor is not immediately

available, the POLICE OFFICER will follow the directive of the higher-ranking manager and notify his/her immediate supervisor at a later time.

Section 12. No POLICE OFFICER, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation or policy.

Section 13. POLICE OFFICERS have the right to representation by the UNION or another individual he/she selects for matters not covered by this agreement in which representation by law or regulation is authorized. The EMPLOYER has the right to deny a designated representative that creates a conflict of interest. Such denial will be in writing.

Section 14. A POLICE OFFICERS reasonably believes that an examination by the EMPLOYER will result in any disciplinary action may have representation upon request. It is understood that the UNION representative may participate in the discussion during the examination.

Section 15. The EMPLOYER agrees to annually post a notice of the "Weingarten" rights within the confines of the Directorate of Emergency Services (DES) Office.

Section 16. A POLICE OFFICER 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 a POLICE OFFICER to withdraw his/her resignation if the POLICE OFFICER so request in writing before the resignation becomes effective and has a valid reason. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement.

## **ARTICLE 9 EMPLOYER RIGHTS AND OBLIGATIONS**

Section 1. The EMPLOYER retains the right:

a. To determine the mission, budget, organization, number of POLICE OFFICERS, and internal security practices of the agency, and

b. In accordance with applicable laws, rules and regulations:

(1) To hire, assign, direct, layoff and retain POLICE OFFICERS in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such POLICE OFFICERS;

(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

(b) Any other appropriate source.

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating:

a. At the election of the EMPLOYER on the numbers, types, and grades of POLICE OFFICERS or positions assigned to any organizational subdivision, work project or tour of duty or on the technology, methods, and means of performing work;

b. Procedures which the EMPLOYER will observe in exercising any authority under this Article; or

c. Appropriate arrangements for POLICE OFFICERS adversely affected by the exercise of any authority under this Article by the EMPLOYER.

Section 3. During a period of emergency declared by the Garrison Commander or his designee, the EMPLOYER reserves the right to take all actions deemed by the EMPLOYER to be necessary or desirable notwithstanding any of the provisions in this agreement. Consistent with security and legal requirements the designated UNION representative on duty shall be furnished an explanation within twenty-four hours, absent extraordinary circumstances, of taking an emergency action by the EMPLOYER as to the nature and reasons for the emergency and the action taken to correct same.

Section 4. The EMPLOYER and the UNION shall foster a partnering relationship through POLICE OFFICER-supervisor communications related to work assignments and operating procedures to meet the mission.

Section 5. The EMPLOYER will provide duly authorized representatives of the UNION access to all relevant regulations and official directives. Additionally, all police regulations and other issuances, which pertain to the DES Office operations, shall be provided to the UNION.

Section 6. When existing work rules, standard operating procedures (SOP), or policies within the DES Office are changed, or new rules and SOPs are implemented, they shall be provided to the UNION to be posted by the

UNION.

Section 7. In the event that a lawsuit is filed against a POLICE OFFICER for actions taken within the scope of his/her employment, the POLICE OFFICER may submit written request for legal representation, through the EMPLOYER'S legal office for certification and referral to the Department of Justice in accordance with AR 27-40 (Chapter 4 Individual Liability). The EMPLOYER agrees to forward such request in an expeditious manner to the EMPLOYER'S legal office.

Section 8. It is understood that the exercise of the EMPLOYER'S rights as expressed in this Article shall be subject to appeal and grievance procedures where applicable as prescribed by law, regulations, policies and the negotiated grievance procedures as provided for in this Agreement.

Section 9. The right to make local rules and regulations will be considered an acknowledged function of the EMPLOYER. In making rules and regulations relating to personnel policies, procedures, and practices in matters of working conditions, the EMPLOYER will meet the obligations imposed by this Agreement and the provisions of the Federal Service Labor-Management Relations Statute and other applicable rules and regulations.

## **ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The PARTIES agree to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of age, sex, race, religion, color, national origin, non disqualifying physical or mental disability, or marital status in accordance with the EEO law.

Section 2. The PARTIES agree that it may be necessary to make a reasonable workplace accommodation for a person with a disability as classified under the Rehabilitation Act, if requested and appropriate unless doing so will result in undue hardship to the EMPLOYER. The EMPLOYER will respond to the POLICE OFFICER'S request for a reasonable accommodation in writing and if the request is denied, the employer will provide a reason for the denial. A POLICE OFFICER may request reasonable accommodation in writing. POLICE OFFICERS who make a request for reasonable accommodation will be expected to:

- a. Make their need(s) known to their supervisors;
- b. Submit administratively acceptable documentation in support of that request.

## **ARTICLE 11 - ESSENTIAL POLICE OFFICERS/ADVERSE WEATHER/EMERGENCIES**

Section 1. All POLICE OFFICERS are emergency/essential employees. Emergency/essential POLICE OFFICERS are required to report on time for duty in adverse weather conditions and emergency situations. The EMPLOYER may determine that circumstances justify excusing an emergency employee from duty. The EMPLOYER may grant a reasonable amount of excused absence to a POLICE OFFICER who is unable to report for work when he or she has an individual hardship or circumstances unique to the POLICE OFFICER.

Section 2. The EMPLOYER may provide transportation for POLICE OFFICERS who are unable to report to work due to adverse weather conditions and they have requested the need for transportation and reside on the installation.

Section 3. If a POLICE OFFICER requests a room during adverse weather conditions and/or emergency situations and one is available, when it is unlikely the POLICE OFFICER will be able to go home and return for the next scheduled shift, either a troop billet room (Wilcox Camp) or quarters at the Fire Department will be provided. No fee will be charged for the quarters. Other nominal fees associated with the use of the room are the responsibility of the POLICE OFFICER, i.e., linen fee.

## **ARTICLE 12 - FACILITIES AND BULLETIN BOARDS**

Section 1. The EMPLOYER will provide the UNION suitable secure office space. The UNION shall be responsible for maintaining the space and furnishings in a clean, secure condition and for restricting its use to the performance of authorized representational function. The UNION may also be authorized to utilize a conference room, if available, for the purpose of conducting official UNION business or for UNION meetings. The EMPLOYER reserves the right to relocate the UNION to equivalent office space upon thirty (30) day notice if the EMPLOYER determines that the office space provided is needed for official business. The need shall be addressed in writing to the UNION.

Section 2. The UNION will be provided the following office furniture and equipment: computer, internet and printer access, single-line telephone, table with six chairs, desk, desk chair, locking file cabinet, typewriter/fax and bookshelf. Access to a copier for appropriate use will be permitted.

Section 3. Two bulletin boards will be furnished for the convenience of the UNION. The EMPLOYER will provide a large secure glass locked bulletin board for the posting of Union material in the DES, and the second bulletin board will be provided for the Union facility. The UNION is solely responsible for material posted on both bulletin boards. Literature posted must not violate the law or contain scurrilous or libelous material.

Section 4. POLICE OFFICERS and representatives of the UNION may use the desk and telephone facilities designated for their UNION duties for handling POLICE OFFICERS grievances and complaints as authorized by this Agreement and appropriate regulations.

Section 5. Long distance calls are restricted to appropriate labor management activity by designated UNION Officials to the IBPO National and/or Regional Offices. Only long distance calls of reasonable duration relative to documented time sensitive matters such as grievances are permitted.

Section 6. A phone log of long distance calls agreed upon by the PARTIES will be maintained by the UNION and provided to the EMPLOYER upon request.

## **ARTICLE 13 - FLAG CALL**

Section 1. POLICE OFFICERS shall conduct flag call at 0600 and 1630 daily. The EMPLOYER agrees to train all personnel as needed on the use of the cannon prior to performing the duty.

Section 2. All personnel performing flag call will be provided the appropriate hearing protection and be required to wear the hearing protection while conducting flag call.

## **ARTICLE 14 - GENERAL PROVISIONS**

Section 1. As law enforcement professionals, POLICE OFFICERS of the DES Office will be held to higher standard with respect to conduct and behavior.

Section 2. The Parties agree to support Federal and Agency Programs, such as the Combined Federal Campaign (CFC), U.S. Savings Bond Programs, etc.

Section 3. The EMPLOYER and POLICE OFFICERS will adhere to the Department of Defense Joint Ethics Regulations (DOD JER), which include the Standards of Conduct.

Section 4. The mission of the DES Office is to perform law and order operations in support of the installation commander's requirement to insure good order and discipline on Fort A. P. Hill. Both PARTIES agree the scope of the POLICE OFFICERS includes both individual responsibility and inherent law enforcement responsibilities for the security and protection of Government property.

Section 5. The PARTIES will cooperate in preventing loss of agency property by maintaining accountability and the security of work and storage areas.

Section 6. The application of procedures for selecting police officers to train in the desk sergeant position will be fair and equitable, at the employer's discretion and based on availability.

Section 7. The EMPLOYER will permit reasonable clean-up time before the end of the each shift.

## ARTICLE 15 -GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance means any complaint:

- a. By any POLICE OFFICER concerning any matter relating to the employment of the POLICE OFFICER;
- b. By the UNION concerning any matter relating to the employment of any POLICE OFFICER; or
- c. By any POLICE OFFICER the UNION, or the EMPLOYER concerning:
  - (1) The effect or interpretation or a claim of breach, of a collective bargaining agreement;
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that it shall not include a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities; or
  - (2) A retirement, life insurance, or health insurance; or
  - (3) A suspension or removal for national security reasons, Sec. 7532; or
  - (4) Any examination, certification or appointment; or
  - (5) The classification of any position; or
  - (6) Withholding of within-grade increases; or
  - (7) Reduction in force actions; or
  - (8) Adverse actions against probationary or temporary POLICE OFFICERS; or
  - (9) The adoption or the failure to adopt suggestions; or
  - (10) Non-selection from a group of properly ranked and certified eligible candidates or for failure to receive a noncompetitive promotion; or
  - (11) Termination of time limited appointments for other than cause reasons, (i.e. due to lack of work, lack of funds, etc.); or
  - (12) A grievance concerning the filling of a non bargaining unit position; or
  - (13) Proposed letters of disciplinary action or of performance related actions; or
  - (14) Allegations of Fraud, Waste and Abuse; or
  - (15) Actions appealable to the Merit Systems Protection Board; or

## (16) EEO Complaints.

Section 2. All items in this subsection may be appealed under the appropriate statutory appeal procedure, which is available and appropriate but may not be grieved under the negotiated grievance procedure.

Section 3. This negotiated procedure shall be the exclusive procedure available to the UNION and the POLICE OFFICERS in the bargaining unit for resolving such grievances.

Section 4. Non- Grievable Issues. In the event either PARTY should declare a grievance non-grievable such declaration will be made in writing within fifteen (15) days of receiving the grievance. The declaration will define the matter(s) to be non-grievable and the reason(s). Either party may pursue arbitration if the PARTIES do not agree.

Section 5. Many grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactory on an informal basis at the immediate supervisory level. The EMPLOYER and the UNION agree that every effort will be made by EMPLOYER and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on a POLICE OFFICER'S good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for POLICE OFFICERS and UNION representatives to discuss, prepare for and present grievances, including attendance at meetings with the EMPLOYER.

### Section 6. Procedural Steps:

Step 1 - The POLICE OFFICER, and his representative if requested, will present in writing the specific issue(s) involved, and the corrective or remedial action sought to the Chief of Police within thirty (30) calendar days after the act, occurrence or date the POLICE OFFICER became aware of the incident. The Chief of Police or his designee will meet with the POLICE OFFICER prior to rendering a decision and provide a written decision of the grievance to the POLICE OFFICER within thirty (30) calendar days. If the matter cannot be resolved or if it is outside the scope of the deciding official's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step.

Step 2 - If the grievance is not resolved at step one the grievant and/or UNION will forward the step one grievance within fifteen (15) calendar days from receiving the step one decision to the Director of DES or his designee. The Director or his designee will meet with the POLICE OFFICER prior to rendering a decision and provide a written decision of the grievance to the POLICE OFFICER within fifteen (15) calendar days.

Step 3 - If the grievance is not resolved at step two the grievant and/or UNION will forward the step two grievance to the Deputy Commander within fifteen (15) calendar days from receiving the step two decision. The Deputy Commander or his designee will meet with the POLICE OFFICER prior to rendering a decision and provide a written decision of the grievance to the POLICE OFFICER within fifteen (15) calendar days.

Step 4 - If the Deputy Commander's decision is unacceptable, the UNION may invoke arbitration (See Arbitration Article). The PARTIES may also mutually agree to refer the grievance to mediation prior to arbitration.

Section 7. EMPLOYER Grievances - EMPLOYER grievances will be initiated by the Commander or his designee after consultation with the Civilian Personnel Advisory Center (CPAC) and will be submitted in writing to the President of Local 571. The Commander or designee will meet within thirty (30) calendar days with the UNION designee to assure that all pertinent facts are available. The UNION will provide the Commander with a written decision in thirty (30) calendar days after receipt of grievance. The EMPLOYER

may invoke arbitration if not satisfied with that decision. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 8. UNION Grievances - UNION filed grievances may be submitted in writing by the Local President (or designee) directly to the Commander or designee. The Commander or his designee and the Local President or his designee will meet within thirty (30) calendar days after receipt of the grievance to discuss the grievance. The Commander shall give the Local President his written answer within thirty (30) calendar days after the meeting. If the grievance is not settled by this method, the UNION may refer the matter to Arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 9. POLICE OFFICERS may file their own grievance; however, the UNION must be given the opportunity to be represented at formal discussions between the EMPLOYER and the POLICE OFFICER(S) and/or their representative(s) concerning the grievance.

Section 10. Grievances and attendance at meetings/hearings will be processed or held during duty hours. POLICE OFFICERS and their representatives shall be given a reasonable amount of time, without loss of pay or leave, to prepare and present grievances and attend meetings/hearings.

Section 11. Grievances resulting from a continuing issue may be presented at any time. Those resulting from an act or occurrence must be filed within thirty (30) calendar days after the act; specific occurrence or date the POLICE OFFICER became aware of the incident.

Section 12. All time limits referred to in this Article are in calendar days and may be extended by mutual agreement of the PARTIES concerned. If any step falls due on a Saturday, Sunday or Holiday, such time limit will be extended to the next workday.

Section 13. Upon the filing of a grievance, the POLICE OFFICER and his or her representative will be provided with all written correspondence related to the grievance. No information will be disclosed subject to the Privacy Act without prior written permission of the subject individual (i.e. social security number). If such permission is not given, information subject to the Privacy Act will be redacted from all correspondence prior to being released to the grievant and/or their representative. All supporting correspondence will be provided at the earliest possible time after requested.

## **ARTICLE 16 - HEALTH AND SAFETY**

### Section 1. Responsibility and Compliance:

a. It shall be the responsibility of the EMPLOYER to establish and maintain an occupational safety and health program in accordance with the Occupational Safety and Health Act, Executive Order 12196, and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 CFR 1960) and any other governing regulations.

b. The EMPLOYER is responsible for providing a safe and healthy workplace. The EMPLOYER and the UNION agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate workplace injuries and health hazards in all areas under the EMPLOYER'S control.

c. POLICE OFFICERS shall comply with occupational safety and health standards, orders, and regulations applicable to their positions.

d. It is the sole responsibility of the POLICE OFFICER to be mentally and physically fit for duty.

e. The UNION may have representation at the Installation Safety meetings, as well as be provided minutes for the same and may participate in each annual occupational safety and health inspection of the workplace. The UNION representative shall be authorized normal duty time to participate in such inspections.

f. The EMPLOYER agrees to compile and maintain records required by the Occupation Safety and Health Act and the Installation's Safety and Health Program and make available copies of the records to the UNION unless prohibited by law.

### Section 2: Occupational Injury and/or Illness

a. The EMPLOYER will provide an informational briefing to the POLICE OFFICERS regarding their rights and responsibilities under the OWCP Program. The briefings will be sufficient in number to provide adequate notice to the POLICE OFFICERS. All changes in the OWCP policy will be provided to the UNION and the POLICE OFFICERS.

b. The EMPLOYER and the UNION recognize the need for prompt emergency treatment for POLICE OFFICERS injured on the job. Emergency treatment shall be provided through:

- (1) First aid treatment;
- (2) On-site medical facilities; or
- (3) Transportation to and from off-site medical facilities.

c. The following procedures will be used when an injury or disease/illness is sustained:

(1) Report every injury by submitting a CA-1 (Federal EMPLOYEE Notice of Traumatic Injury), for a traumatic injury or CA-2 (Federal EMPLOYEE Notice of Occupational Disease) for an occupational disease or illness.

(2) If the POLICE OFFICER does not wish to be treated by an Army Medical Treatment Facility, he/she must be provided Form CA-16 (Federal Employees Authorization for Examination and/or Treatment) by the EMPLOYER within 48 hrs. If the CA-16 is not issued within the first 48 hours preceding

the injury the POLICE OFFICER should go to Mary Washington Hospital for initial treatment and assessment.

(3) A POLICE OFFICERS who sustains a disabling, job-related traumatic injury may request Continuation of Pay (COP) for the period of disability not to exceed 45 calendar days or sick or annual leave. If disability continues beyond 45 days or the POLICE OFFICER is not entitled to COP, the POLICE OFFICER may use sick or annual leave or enter a leave without pay status and claim compensation from Office of Workers' Compensation Program (OWCP). When disability results from an occupational disease, the employing agency is not authorized to continue the POLICE OFFICER'S pay. The POLICE OFFICER may use sick or annual leave or enter a leave without pay status and claim compensation.

(4) Any absence due to injury or disease must be supported by medical documentation.

(5) Not all injuries entitle POLICE OFFICERS to Continuation of Pay (COP).

(6) All provisions of Article 20 (Leave) apply.

(7) In the event of an on-the-job injury or illness, the EMPLOYER shall assist the POLICE OFFICER in completing the appropriate workers' compensation forms.

### Section 3: Reporting of Unsafe Conditions

a. Any unsafe condition will be reported immediately to the EMPLOYER for investigation and action. The EMPLOYER may request written documentation and respectfully will respond back in writing. The EMPLOYER has an obligation to take prompt and appropriate action on all reports of unsafe working conditions.

b. The EMPLOYER will assure that no POLICE OFFICER is subjected to restraints, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthy working conditions.

c. The EMPLOYER will welcome at any time suggestions in writing which offer practical and economically feasible ways of improving safety.

d. When the EMPLOYER determines that a serious hazard exists at a workplace, action will be taken to prevent POLICE OFFICER exposure to the hazard, precautionary signs or notices shall be posted, and the UNION shall be informed.

### Section 4. Training and Certification

a. The EMPLOYER **may** provide POLICE OFFICERS with appropriate orientation and/or training to perform their job safely, for example weapons' qualification, NBC certification, Law Enforcement Training, etc.

b. All POLICE OFFICERS **may** be trained in chemical operations and be required to operate in MOPP gear as necessary.

### Section 5. Medical Examinations:

a. Each POLICE OFFICER will undergo annual physical and psychiatric examinations. Employment is subject to an acceptable evaluation on these examinations.

b. Based on reasonable suspicion that a POLICE OFFICER is unfit for duty, the POLICE OFFICER may be required to undergo a physical and/or psychiatric examination at the EMPLOYER'S expense.

#### Section 6. Physical Fitness

a. All PARTIES agree that the POLICE OFFICER must pass an annual physical agility test as a condition of employment in accordance with AR 190-56.

b. The EMPLOYER will assist the POLICE OFFICER to meet the physical fitness requirements by authorizing each POLICE OFFICER one hour per shift to participate in physical fitness training contingent on mission requirement. POLICE OFFICERS are authorized to use the installation facilities.

c. The impact and implementation of the physical agility test may be negotiated prior to implementation.

## **ARTICLE 17 - HOURS OF WORK**

Section 1. The EMPLOYER establishes the hours of work in accordance with 5 CFR 610.

Section 2. The squads will normally be scheduled to work six (6) days at twelve (12) hours and one (1) day at eight hours (8) per pay period. Shift requirements will be determined by the EMPLOYER and be based on the operational requirement and the actual department staffing. Requests to reschedule the eight (8) hour day within the pay period may be considered. For rotational purposes, the shifts may rotate approximately every other pay period. The tour of duty for the shifts is normally 0530-1730 and 1730-0530. The union reserves the right to negotiate the impact and implementation of any shift changes. POLICE OFFICERS must be in uniform at the start of their shift.

Section 3. Shifts assignments will be posted a month in advance showing the assigned squad/shift and days off of each officer. Consideration will be given to POLICE OFFICERS wishing to car pool. The EMPLOYER reserves the right to assign POLICE OFFICERS to any shift (squad) and/or to reassign to another shift based on operational necessity and by providing reasonable advance notice.

Section 4. When a change in established tours of duty is required, the EMPLOYER will provide as much advance notice to the POLICE OFFICER(S) as possible but not less than one (1) week. Exceptions to the one (1) week notification may be considered for time sensitive matters in accordance with 5 CFR 610.121 (a) and (b). This provision does not preclude the EMPLOYER'S right to change tours of duty under emergency or other conditions under which the mission of the agency would be adversely affected.

Section 5. Each POLICE OFFICER may be given the opportunity to state a preference as to which shift he/she would prefer to be assigned to; this preference may be considered by the EMPLOYER with factors such as department seniority and law enforcement experience. The basis for any decision will be provided to the POLICE OFFICER/UNION, if requested.

## **ARTICLE 18 - INCENTIVE AWARDS AND SUGGESTION PROGRAMS**

Section 1. A fair and comprehensive employee's incentive award program is a valuable tool available to the EMPLOYER. It builds and maintains a healthy and inspired state of morale in the workforce fostering mission accomplishment by recognizing excellence and motivating high levels of performance and service. The EMPLOYER will take positive action to encourage POLICE OFFICERS to perform their duties in an efficient and industrious manner so that they may be considered for appropriate types of recognition and performance awards.

Section 2. All POLICE OFFICERS in the unit shall be encouraged to participate in the Army Ideas for Excellence Program. All suggestions are submitted in accordance with AR 5-17 (The Army -Ideas for Excellence Program) through an automated system. POLICE OFFICERS whose suggestions are adopted are eligible for monetary recognition in accordance with AR 5-17. Any questions relative to the program can be directed to the Fort A.P. Hill Program Coordinator.

Section 3. POLICE OFFICERS will be encouraged to discuss prospective suggestions with their immediate supervisor.

## **ARTICLE 19 - JOB DESCRIPTION**

Section 1. The Position MANAGEMENT and Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel MANAGEMENT and higher Army authority. In any case where action is proposed to modify any job description of a POLICE OFFICER within the unit to the extent that either the rating, title, pay, level, or qualification requirements may affect the POLICE OFFICER, it is agreed that the immediate supervisor or appropriate EMPLOYER official will notify the UNION prior to the classification of the position.

Section 2. The duties and responsibilities of each position, as documented in the job description, are determined by the EMPLOYER. Any POLICE OFFICER within the unit who believes that his position is improperly classified should first consult with his supervisor for clarification. If this fails to resolve the POLICE OFFICER'S questions, the EMPLOYER will arrange a meeting for the supervisor, POLICE OFFICER, and a CPAC Representative to discuss the classification issues. Should this fail to resolve the POLICE OFFICER'S questions, he will be informed of his/her appeal rights. The POLICE OFFICER may be accompanied by a UNION representative in any of the discussions.

Section 3. Every POLICE OFFICER is entitled to be furnished with a current and accurate copy of his job description. The EMPLOYER will immediately furnish the POLICE OFFICER with a copy of any change in his/her job description. POLICE OFFICERS who feel that their job descriptions are inaccurate may discuss the matter with the EMPLOYER for resolution. If the job description is found to be inaccurate, steps will be taken by the EMPLOYER to correct the inaccuracy.

Section 4. The EMPLOYER will make available, upon the request of the UNION, the job description of any POLICE OFFICERS within the unit, which is pertinent to the case at hand. Specific additional information used in determining the classification of the position will also be made available at the request of the UNION.

## ARTICLE 20 – LEAVE

### Section 1. Annual Leave

a. Annual leave is approved absence from duty in a pay status and is provided to allow every POLICE OFFICER vacation period(s) for rest and recreation, as well as time off for personal and emergency purposes. Although the accrual of annual leave is a POLICE OFFICER'S right, the use of annual leave is subject to the prior approval of the appropriate supervisor.

b. All POLICE OFFICERS are encouraged to request their projected annual leave no later than 1 February. Those who do not project their annual leave may not get the leave dates they desire. Departmental seniority will be used when approving all projected vacation leave.

c. All annual leave will be requested in advance by submitting a Request for Leave or Approved Absence (OPM 71) to the shift supervisor or designate official.

d. All annual leave will be considered and granted, when requested, consistent with workload requirements. Annual leave should be requested five days in advance, if possible.

e. Annual leave requests should be approved or disapproved by the shift supervisor or designated official within a reasonable time, twenty-four (24) hours, if possible.

f. The reasons for cancellation or disapproval of annual leave will be explained to the POLICE OFFICERS and documented on the Request for Leave or Approved Absence (OPM 71).

g. Requests for emergency annual leave will be considered on an individual basis based on workload requirements and can only be approved by a shift supervisor or designated official.

Section 2. The EMPLOYER agrees that infrequent tardiness of less than one (1) hour may be excused when justified by the circumstances and approved by the shift supervisor or designated official.

### Section 3. Sick Leave

a. The UNION and the EMPLOYER recognize the importance of sick leave and will encourage POLICE OFFICERS to use sick leave appropriately. POLICE OFFICERS shall earn and be granted sick leave in accordance with the applicable laws and regulations.

b. Sick leave, when accrued, shall be granted to POLICE OFFICERS when they are incapacitated for the performance of their duties, for reasons of physical or mental illness, injury, or other reasons as provided by leave regulations. POLICE OFFICERS will submit a leave request for non-emergency medical, dental, and optical examinations or treatment with as much advance notice as possible.

c. When a POLICE OFFICER makes a request for an accommodation because of a medical condition, the supervisor may request that the POLICE OFFICER submit administratively acceptable documentation in support of that request. All requests for absence under the Family Medical Leave Act (FMLA) will adhere to the provisions of those laws.

d. The following procedures will be adhered to by POLICE OFFICERS when requesting unscheduled sick leave:

(1) POLICE OFFICERS must personally call to report his/her illness unless physically unable to

do so. Requests for sick leave must be called into shift supervisor or designated official as soon as possible but not later than two (2) hours prior to the beginning of the POLICE OFFICER'S tour of duty. POLICE OFFICERS on leave restriction may have additional reporting requirements.

(2) POLICE OFFICERS will have their sick leave restriction letter reviewed after six (6) months. If the problem has not improved he/she will be advised in writing of the reason(s) for its continuation.

(3) Approval of unscheduled sick leave is at the discretion of the supervisor; therefore, the POLICE OFFICERS will explain the general nature of the emergency and the probable duration of the absence.

(4) In cases where a POLICE OFFICER is confined to his/her home or in a hospital for an extend period, and when a POLICE OFFICER provides the EMPLOYER with a tentative return to work date, he/she will be required to notify the EMPLOYER on the first day of each occurrence of illness and will not be required to call in on a daily basis, unless the POLICE OFFICER is on leave restriction.

(5) POLICE OFFICERS may use a total of up to 104 hours (13 workdays) of sick leave each leave year to: provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth; provide care for a family member as a result of medical, dental, or optical examination or treatment; or make arrangements necessitated by the death of a family member or attend the funeral of a family member.

#### Section 4 - Medical Documentation Requirements:

a. Medical documentation will be provided upon request in accordance with 5 CFR 630.104.

b. When a POLICE OFFICER is suspected of abusing sick leave he/she may first be counseled either verbally or in writing that a doctor's certificate will be required in the future if the abuse continues. If the counseling does not correct the problem, the POLICE OFFICER may be issued a leave restriction letter.

c. POLICE OFFICERS who have been given a leave restriction letter will be required to bring medical certification for any and all sick leave until leave restriction requirement is removed.

d. POLICE OFFICERS will have up to fifteen (15) calendar days to provide the EMPLOYER with medical documentation to support an absence.

Section 5 – Advance Sick Leave - Each POLICE OFFICER shall be entitled to an advance of up to thirty (30) days of sick leave for serious disability or ailment except when:

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

b. He/she has filed an application for disability retirement;

c. He/she has signified his/her intention of resigning for disability;

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

Section 6 - Medical Emergency- When a POLICE OFFICER becomes seriously ill or injured at work, the EMPLOYER will:

- a. Arrange for transportation to a medical facility if requested by the POLICE OFFICER;
- b. If the POLICE OFFICER is unable to request it, the EMPLOYER will notify the POLICE OFFICER'S family or designated party of the occurrence and location of the POLICE OFFICER; or
- c. When a POLICE OFFICER is unable to do so because of serious injury, incapacitation or illness, the EMPLOYER will make every reasonable effort to assist the POLICE OFFICER'S family in filing appropriate documents for entitlements.

#### Section 7. Miscellaneous Leave Statutes

a. **Court Leave** – Except as otherwise modified by applicable law, Government wide regulations, or other outside authority binding on the EMPLOYER, where a POLICE OFFICER is subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding, the POLICE OFFICER shall be authorized to attend the judicial proceeding, without charge to leave or loss of pay in the following instances:

(1) For jury duty;

(2) Required to appear as a witness in a judicial proceeding in which the Federal, state or local government is a party;

(3) POLICE OFFICERS are required to supply documentation such as court orders or subpoenas directing the POLICE OFFICER'S appearance at court or jury duty, further the POLICE OFFICER is required to provide documentation that the requirement was met.

(4) In those cases where time and travel permit and where no hardship results when a POLICE OFFICER is excused or released by the Court for any day or a substantial portion of a day, he/she will be expected to return to duty or request leave to be excused from duty. There will be no time charged to annual leave for time traveling from court to work site.

(5) A POLICE OFFICER who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave.

b. **Bone Marrow or Organ Donor Leave** – A POLICE OFFICER may use up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. A POLICE OFFICER may use up to 30 days of paid leave each calendar year to serve as an organ donor.

c. **Military Leave** – A POLICE OFFICER may be charged military leave only for hours that the POLICE OFFICER would otherwise have worked and received pay POLICE OFFICERS who request military leave for inactive duty training be charged only the amount of military leave necessary to cover the period of training and necessary travel. A full-time employee working a 40-hour workweek will accrue 120 hours

(15 days x 8 hours) of military leave in a fiscal year, or the equivalent of three 40-hour workweeks. Military leave will be prorated for part-time POLICE OFFICER and for POLICE OFFICERS on uncommon tours of duty based proportionally on the number of hours in the POLICE OFFICER'S regularly scheduled biweekly pay period.

**d. Maternity Leave** – A POLICE OFFICER is entitled to use:

(1) Accrued sick leave for medical appointments, hospitalization, and her period of incapacitation following childbirth. A birth father may use a total of up to 12 weeks of accrued sick leave each year to accompany the mother to prenatal appointments, to be with her during her period of hospitalization, and/or to care for her during her recovery period. The supervisor may request administratively acceptable evidence of the mother's period of incapacitation for the use of sick leave.

(2) Each parent is entitled to use a total of up to 12 weeks of leave without pay under the Family and Medical Leave Act (FMLA) for the birth of a child and care of the newborn. Subject to the supervisor's approval, FMLA leave may be used on an intermittent basis for absences in connection with childbirth and care of the newborn.

(3) A POLICE OFFICER may elect to substitute annual leave and/or sick leave for any or all of the leave without pay used under the FMLA, consistent with the laws and regulations for using annual and sick leave. (See SICK LEAVE, above, for the limitations on the use of sick leave for family care.) A POLICE OFFICER'S entitlement to FMLA leave expires 12 months following the date of birth of a child.

**Section 8. Leave without Pay (LWOP)** is a temporary approved absence in a non-pay status and absence from duty that may be granted at the request of the POLICE OFFICER. Granting LWOP will be at the discretion of the POLICE OFFICER'S supervisor in accordance with applicable laws and regulations. POLICE OFFICERS, have an entitlement to LWOP under the following situations:

a. The Family and Medical Leave Act, (FMLA), in which POLICE OFFICERS are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes of 1)the birth of a son or daughter of the POLICE OFFICER and the care of such son or daughter; 2) the placement of a son or daughter with the POLICE OFFICER for adoption or foster care; 3) the care of spouse, son, daughter, or parent of the POLICE OFFICER who has a serious health condition; or 4) a serious health condition of the POLICE OFFICER that makes the POLICE OFFICER unable to perform the essential functions of his or her positions.

a. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L.103-353) provides employees with an entitlement to LWOP when employment with the EMPLOYER is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)

b. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. POLICE OFFICERS may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

**Section 9. Excused absence:** Approved absences without charge of leave; Excused absences may be granted for voting and blood donation with prior approval of the shift supervisor or designated official and will be in accordance with the Department of Defense and Army Regulations.

**Section 10. Leave Donor Program** – A POLICE OFFICER may make written application to his or her employing agency to become a leave recipient using OPM 630. If a POLICE OFFICER is not capable of

making application on his or her own behalf, a personal representative may make written application on behalf of the POLICE OFFICER. Before approving an application to become a leave recipient, the EMPLOYER will determine that the absence from duty without available paid leave because of the medical emergency is (or is expected to be) at least 24 hours. Each application shall be accompanied by the following information:

a. The reasons transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;

b. Certification from one or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's employing agency so requires.

Section 11. Leave Abuse - the PARTIES agree that abuse of leave must be dealt with quickly and effectively by using clear and specific communication. The following steps may be taken to correct leave abuse: verbal counseling, written counseling, and/or placement on Leave Restriction.

a. Normally, a POLICE OFFICER suspected of misuse of sick or unscheduled annual leave may be counseled and the POLICE OFFICER'S reasons for the absences will be considered before any determination is made that abuse has occurred.

b. The possibility of leave abuse is generally raised when a POLICE OFFICER uses an unusual amount of unscheduled leave on personal certification or uses sick leave in an established pattern or under questionable circumstances.

c. After becoming familiar with the POLICE OFFICER'S record, the supervisor may hold a counseling interview with the POLICE OFFICER if there is reason to suspect leave abuse. The counseling interview will enable the supervisor to:

(1) Let the POLICE OFFICER know that the supervisor is aware of and concerned about the POLICE OFFICER'S leave habits;

(2) Ascertain whether or not there is a health problem or unusual physical condition which is contributing to the POLICE OFFICER'S absenteeism;

(3) A POLICE OFFICER may be denied unscheduled leave and/or required to furnish medical certification or other administratively acceptable evidence for all unscheduled absences from work. Failure to provide such evidence may result in any absence being charged as absence without leave (AWOL) and may be grounds for further action by the EMPLOYER.

## **ARTICLE 21 - MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION**

Section 1. The PARTIES of this agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such a manner as will further the purposes of the Federal Service Labor Management Relation Statute. They agree to make every reasonable effort to resolve all differences, which arise between them in connection with the administration of this agreement.

Section 2. Matters appropriate for negotiation shall be personnel policies, practices, and matters affecting working conditions so far as may be appropriate under applicable laws and regulations.

Section 3. It is understood that no provisions of this agreement shall nullify the rights of POLICE OFFICERS, the UNION or the EMPLOYER as established by law, executive order or regulations of appropriate authority, nor shall it relieve the PARTIES from the responsibility to consult, confer and negotiate on the policies, practices and procedures used in exercising these rights.

Section 4. It is agreed that meetings between the EMPLOYER and the UNION are an effective means of ensuring the proper administration of this Agreement. Accordingly, designated representatives of the EMPLOYER and the UNION will meet from time to time upon request of either party, to discuss problems and other matters of mutual interest.

Section 5. Within a reasonable amount of time after the enactment of any law or regulation of appropriate authority, which affects the provisions of this Agreement, either party may submit a proposal to negotiate the affected provision. The proposal shall cite the pertinent law or regulation enacted and the provision of the agreement affected. When such proposal is submitted, representatives of the EMPLOYER and the UNION shall meet within thirty (30) calendar days to negotiate the proposal as appropriate.

Section 6. The EMPLOYER agrees to provide the UNION with a copy of proposed new or revised personnel policies and standard operating procedures (SOP) applicable to POLICE OFFICERS in the unit. The UNION will be afforded fourteen (14) calendar days after receipt of the proposed regulations to meet and bargain with the EMPLOYER concerning the provisions of proposed regulations that affect POLICE OFFICER working conditions. The UNION then has fourteen (14) calendar days to request negotiations. Upon request extensions to the time limit may be granted by the EMPLOYER.

Section 7. Either PARTY having a desire or requirement to consult with the other shall normally give reasonable advance notice to the other party. Such notice shall normally include a statement of the subject to be discussed and the problem, which generated the cause for discussion. This section does not preclude any discussion between a supervisor and a UNION representative on an informal basis for the purpose of resolving an issue in its early stages.

## **ARTICLE 22 - MERIT PROMOTION**

Section 1. Promotions and details to positions will conform to Merit Promotion Procedures and all other applicable laws and regulations.

Section 2. Equal consideration will be given to POLICE OFFICERS who apply, consistent with provisions-of the Merit Promotion Plan, for positions in the bargaining unit. The EMPLOYER retains the right, however, to fill vacant positions by other means such as appointment, reinstatement or reassignment.

Section 3. Vacancies and mandatory placement actions will be filled in accordance with appropriate regulations and policies.

Section 4. Generally all vacancy announcements will be advertised for a minimum period of fourteen (14) calendar days but not less than seven (7) days calendar days through the use of the automated vacancy list.

Section 5. All POLICE OFFICERS are encouraged to develop and maintain a current resume and to submit their resume through the automated system for potential vacancies.

Section 6. The EMPLOYER will notify the UNION when a recruitment/promotion action within the DES Office is initiated.

## **ARTICLE 23 - NEW POLICE OFFICER ORIENTATION**

Section 1. As part of the New POLICE OFFICER Orientation program, the EMPLOYER agrees to provide each new POLICE OFFICER with the following:

- a. a copy of this agreement, plus any amendments;
- b. a list of all IBPO officers and representative; and
- c. the location and phone number of the IBPO local office.

Section 2. The UNION will be permitted to address new unit POLICE OFFICERS as a part of the orientation program for a reasonable period of time. The presentation may not be used for solicitation of membership.

Section 3. All new POLICE OFFICERS shall be advised on the On-the-Job Injury Compensation Program governed by the Office of Workers' Compensation Program (OWCP) Department of Labor, and Health and Safety regulations.

## ARTICLE 24 – OVERTIME

Section 1. The EMPLOYER will make **an** effort to minimize overtime.—**The application of the procedures for assigning overtime will be fair and equitable, to include a reasonable effort to provide advance notice.** The EMPLOYER in accordance with regulations will maintain POLICE OFFICERS' overtime records.

Section 2. POLICE OFFICERS will be able to have some control over overtime assignments by volunteering for them. This does not preclude the EMPLOYER'S right to dictate overtime to accomplish the mission/emergency requirements.

Section 3. POLICE OFFICERS will be compensated by overtime pay or compensatory time in accordance with the applicable laws and regulations.

Section 4. When possible the EMPLOYER will solicit for volunteers to work overtime. The following procedures will be adhered to:

a. With advanced notice of the overtime requirement:

(1) DES (APH) Form 10, dated 14 November 2001, will be posted for those eligible to indicate whether they accept or decline.

(2) If a volunteer is not identified the supervisor or designated official will direct the overtime to an eligible POLICE OFFICER.

b. With no advanced notice of the overtime requirement:

(1) The supervisor or designated official will direct the Desk Sergeant or designee to contact the eligible POLICE OFFICERS to determine if there is a volunteer. DES (APH) Form 10, dated 14 November 2001, will be used to document the results of the queries.

(2) If a volunteer is not identified the supervisor or designated official will direct the overtime to an eligible POLICE OFFICER.

Section 5. Eligible POLICE OFFICERS may provide information to be considered when volunteers are being sought to work the overtime.

Section 6. A POLICE OFFICER that volunteers to work an overtime assignment assumes the obligation to perform the overtime. In the event that the POLICE OFFICER decides after volunteering that he/she does not want to work overtime, the following procedures will apply:

a. He/she will inform the supervisor that he/she does not want to work the overtime based on justifiable reasons at least 24-hours before the scheduled overtime to be worked.

b. The POLICE OFFICER will attempt to find a volunteer replacement. If a volunteer replacement is found, the EMPLOYER will inform the POLICE OFFICER. The POLICE OFFICER will then be excused from the overtime.

c. If no replacement can be found, the POLICE OFFICER, who originally agreed to work overtime, will report as scheduled.

Section 7. Failure to report to work as directed may result in a disciplinary action.

## **ARTICLE 25 - PERFORMANCE MANAGEMENT**

Section 1. The EMPLOYER will maintain an approved Department of the Army Performance Management Program that will comply with the governing regulations. The program will include performance standards, which will permit the accurate evaluation of a POLICE OFFICER'S performance of the duties and responsibilities of his job' on the basis of objective criteria, related to the individual POLICE OFFICER'S position.

Section. 2. The EMPLOYER will meet the requirements of the Performance Management Program and provide effective and timely performance feedback to all POLICE OFFICERS within a reasonable time.

Section 3. The EMPLOYER will reflect performance of all POLICE OFFICERS in accordance with current regulations.

Section 4. POLICE OFFICERS will normally receive an approved and authenticated performance plan within 30 days of the start of the rating cycle.

Section 5. At a minimum POLICE OFFICERS will be provided midpoint counseling during the rating cycle.

Section 6. EMPLOYER will normally provide the annual appraisal to the POLICE OFFICER within 45 calendar days after the rating cycle ends.

Section 7. The Performance Management Program will be in accordance with Army Regulations and OPM guidance. Any changes to the Performance Management Program will be provided to the UNION for appropriate Impact and Implementation (I&I).

## **ARTICLE 26 - PROVISIONS OF LAW AND REGULATIONS**

In the administration of all matters covered by this Agreement, the EMPLOYER, UNION and POLICE OFFICERS are governed by existing or future laws and government-wide regulations. Likewise, the PARTIES are also governed by the rules and regulations of appropriate authorities in so far as those rules and regulations have not been superseded in accordance with 5 USC 7117.

## **ARTICLE 27 - RECOGNITION, UNIT DETERMINATION, AND DEFINITIONS**

### Section 1. Recognition and Unit Determination

a. The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all non-supervisory/non-management POLICE OFFICERS who are employed at the DES Office, Fort A. P. Hill, Virginia.

b. The UNION recognizes the responsibility of representing the interests of all such POLICE OFFICERS without regard to membership with respect to grievances, personnel policies, practices, procedures, or other matters affecting their welfare and general working conditions.

c. This Agreement does not apply to the following: Supervisors, Management officials, POLICE OFFICERS serving less than 30 day temporary appointments, and those POLICE OFFICERS in positions covered by an exclusive representative, i.e., AFGE 2902.

## **ARTICLE 28 - REDUCTION-IN-FORCE (RIF)**

Section 1. The EMPLOYER will notify the UNION of the necessity for a reduction-in-force as far an advance as practicable, and of the reasons therefore. Such notification will be at the earliest permissible time subsequent to the determination that reduction-in-force affecting POLICE OFFICERS in the unit may be necessary. The UNION will be informed one week before notifying the workforce. The EMPLOYER will inform the UNION to the affected competitive levels and the number of POLICE OFFICERS affected when this information is available. The UNION will render its assistance in communicating to POLICE OFFICERS the reasons for a Reduction-In-Force (RIF).

Section 2. Upon UNION request the EMPLOYER will provide the UNION with an updated Retention Register.

Section 3. During reduction-in-force, excess POLICE OFFICERS will be considered for vacant positions within their competitive area for which they are qualified and positions for which qualification requirements are appropriately waived in accordance with applicable laws and regulations. The EMPLOYER agrees to minimize displacement actions resulting from Reduction-In-Force (RIF) through early partnership with the UNION in the planning and implementation.

Section 4: The EMPLOYER agrees to provide training for the workforce on such areas as, Reduction-In-Force (RIF) Procedures, Priority Placement Programs, Separation Incentive Programs, and Career Transition Initiatives.

## **ARTICLE 29 - SEXUAL HARASSMENT**

Section 1. Sexual harassment is a form of misconduct by a POLICE OFFICER or an EMPLOYER which undermines the integrity of the employment relationship. All individuals must be allowed to work in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment debilitates morale and interferes in the work productivity of its victims and their co-workers.

Section 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against a POLICE OFFICER on the basis of conduct not related to performance such as taking or refusing to take a personnel action, including promotion of POLICE OFFICERS who submit to sexual advances or refusal to promote POLICE OFFICERS who resist or protest sexual advances.

Section 3. Specifically, sexual harassment is deliberate or repeated unsolicited verbal comments, gestures, or physical contacts of sexual nature, which are unwelcomed.

Section 4. The EMPLOYER will distribute to all POLICE OFFICERS its policy on the prevention of sexual harassment.

Section 5. If a POLICE OFFICER reasonably believes that sexual harassment has occurred, the POLICE OFFICER may file an EEO complaint or address the concern through their UNION representative.

## ARTICLE 30 - TRAINING AND DEVELOPMENT

Section 1. The PARTIES agree that the training and development of POLICE OFFICERS within the bargaining unit is a matter of significant importance. **The application and procedures for selecting POLICE OFFICERS for training will be fair and equitable**-subject to mission requirements and availability of funds. This may involve different types of training such as on-the-job training, technical training, refresher and formal classroom training. In this regard, the EMPLOYER agrees to give full consideration to the UNION'S views and recommendations concerning POLICE OFFICER'S needs for various programs of training.

Section 2. POLICE OFFICERS will attend and successfully complete and apply the training in their performance of duties.

Section 3. It is understood that when training is to be given to some but not all POLICE OFFICERS in the unit, **the application and procedures for selection of those to be trained** will be made **fairly and equitable** on the basis of the needs of the EMPLOYER and POLICE OFFICERS. Subject matter, areas for training, selection and assignment of training priorities, and the selection of POLICE OFFICERS to be trained is a function of the EMPLOYER consistent with applicable rules and regulations.

Section 4. POLICE OFFICERS will be provided instruction in the use of new equipment required on the performance of assigned duties.

Section 5. The EMPLOYER agrees to schedule mandated training as far in advance as possible. Shift work will not be used as a basis for disapproving required training – **except when management determines that mission requirements will not be met.**

Section 6. All POLICE OFFICERS that have not completed a local, state or federal accredited police officer training program may be sent to an accredited course when resources and mission allow **if required.** All POLICE OFFICERS will be properly trained in the use of their personal equipment (ASP, OC spray, 9mm) as soon as possible.

Section 7. Reasons for disapproval of requested training will be provided to the POLICE OFFICER, in writing, upon request.

Section 8. Upon request, the EMPLOYER will provide the UNION with lists of training offered, denied, successfully completed and/or not completed and the written reasons for each.

Section 9. The Union may be provided access to all the training brochures, catalogs, schedules and course descriptions relative to bargaining unit members; maintained by the EMPLOYER.

## **ARTICLE 31 - UNIFORM AND EQUIPMENT**

### Section 1. Uniform

a. POLICE OFFICERS will be required to wear complete uniforms, as prescribed in AR 190-56 and maintain themselves in a neat and orderly manner at all times on duty in accordance with appropriate Installation Policy.

b. The EMPLOYER agrees that all POLICE OFFICERS covered by this agreement are entitled to the maximum uniform allowance per year in accordance with the Federal Employees Uniform Allowance Act, 5 USC 5901- 5903. The purpose of the allowance is to purchase articles of distinctive clothing or insignia which the employee is required to wear as a condition of employment, normally for the purpose of identification, discipline, or other reasons relating to the performance of official duty.

c. A trained, equipped, professional police department is in the best interest of the EMPLOYER and enhances the health, safety and security of the bargaining unit, the entire workforce and the installation. The POLICE OFFICERS understand their responsibility to purchase the uniform items as identified in AR 670-10 and Installation Policy. The EMPLOYER agrees to issue equipment items associated with performing law enforcement duties while not all inclusive such items as, patches, badges, duty-belt, the equipment required on the duty-belt, etc. All issued equipment will be returned at the conclusion of employment.

d. The EMPLOYER agrees to provide an identification card, which identifies the bearer as a police officer in accordance with AR 190-56.

e. The UNION will be informed in advance and given the opportunity to bargain prior to uniform change.

### Section 2. Personal Protective Equipment

a. The EMPLOYER agrees to furnish protective clothing and equipment necessary for the performance of assigned work. The UNION may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration. Such recommendations shall receive prompt consideration. The UNION will assist the EMPLOYER in insuring that POLICE OFFICERS will wear safety equipment when required by the EMPLOYER.

b. All POLICE OFFICERS will be provided body armor upon being hired within a reasonable amount of time if one is not immediately available. If the EMPLOYER does not have one available the POLICE OFFICER will be fitted for one.

c. All POLICE OFFICERS are mandated to wear body armor while on duty with the exception of the Desk Officer(s) who will have them readily accessible.

d. All POLICE OFFICERS will be provided and required to wear MOPP gear as necessary.

e. The EMPLOYER will provide hearing and eye protection when required.

f. All equipment will be returned at the conclusion of employment.

### Section 3. Police Vehicles:

a. The PARTIES agree that vehicle safety is critical and that all vehicles will be maintained in

accordance with DoD 4500.36-R. The EMPLOYER agrees to insure the safe and proper installation and maintenance of all equipment, including the electronic equipment in each vehicle. POLICE OFFICERS will identify malfunctions that render the motor vehicle unsafe and/or unserviceable. Deficiencies that impair safety of operations shall be corrected before returning the vehicle to an operational status.

b. POLICE OFFICERS are responsible for before, during, and after operation Preventive Maintenance Checks and Services (PMCS) of the vehicles they operate as well as equipment PMCS (i.e. weapon, radar, etc.). Failure to properly perform or document equipment PMCS may result in disciplinary action.

c. All patrol vehicles will:

1. Be clearly marked as police vehicles,
2. Contain a crash kit,
3. At least one vehicle will be equipped with security screen

c. The EMPLOYER agrees to discuss any vehicle request submissions with the UNION for their input prior to submission. Acquisition will be in accordance with DoD 4500.36-R.

d. A dog snare and dog carrier will be available for use.

f. Radar equipment will be available and properly maintained.

Section 4. The EMPLOYER will provide each police officer with-locker space.

Section 5. Weapons:

a. POLICE OFFICERS will know and adhere to the accountability procedures and security requirements in accordance with AR 190-11 (Physical Security of Arms, Ammunition, and Explosives), AR 735-5 (Policies, and Procedures for Property Accountability), DES policy and other applicable regulatory guidance relative to Arms, Ammunition and Explosives (AA&E).

b. The only weapons and ammunition authorized for use are those issued by the department.

## ARTICLE 32 - UNION DUES WITHHOLDING

Section 1. UNION dues shall be deducted from the pay of eligible POLICE OFFICERS of the Department of the Army, Fort AP Hill, DES Office, who voluntarily authorize such deduction subject to the following procedures, conditions and requirements.

### Section 2. Eligibility

Any POLICE OFFICER officially assigned to the DES and who is a bargaining unit member of the International Brotherhood of Police Officers (IBPO) local 571, may authorize an allotment of pay for the payment of his/her dues for such membership provided:

- a. The POLICE OFFICER is included in the unit of recognition described in this agreement;
- b. the POLICE OFFICER has voluntarily completed a request for such allotment from his/her pay;
- c. the POLICE OFFICER'S pay is sufficient, after other legal deductions, to cover the full amount of the allotment. All other legal and required deductions have priority over deductions for UNION dues; and

### Section 3. Authorization

a. The UNION will inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedures for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.

b. The UNION is responsible for procuring the prescribed allotment form (Standard Form 1187), distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotment for payment of dues and the uses and availability of the required form:

c. The President of IBPO 571, or his/her designee, and the IBPO Washington Regional Office is designated to process completed authorization forms by completing Section A thereof. UNION certified authorization forms will be submitted to the Designated Management Representative (DMR).

d. Authorization of a properly executed Standard Form 1187 received by DMR will take effect beginning in the next pay period, and will continue in effect until the allotment is terminated in accordance with section 6 of this article.

### Section 4. Amount of Deduction

The amount to be withheld each pay period shall be the amount of the regular UNION dues of the member, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. It is agreed that the current bi-weekly dues deduction will be continued until such time as notice of a change in the amount of dues is given to the DMR, in accordance with Section 5 of this article.

### Section 5. Changes in Allotment

If IBPO changes the amount of regular dues, it will notify the Defense Financial Accounting Services (DFAS), in writing, of the rate and effective date of the amended dues structure. The amended amount will take effect the next pay period following the dates DFAS receives proper notification from IBPO. Only one change may be made in any period of twelve (12) consecutive months.

## Section 6. Termination of Allotments

a. Allotments duly authorized by POLICE OFFICERS shall be terminated when:

(1) the agreement between the PARTIES involved cease to be applicable to the POLICE OFFICER; or

(2) the POLICE OFFICER is suspended or expelled from membership by the UNION.

(3) the POLICE OFFICER voluntarily revokes his/her withholding in accordance with this section of this article.

b. During the initial year of dues withholding authorized by each POLICE OFFICER, revocation of dues withholding by the POLICE OFFICER will be effective at the start of the first full pay period after the anniversary date the POLICE OFFICER authorized dues withholding. A POLICE OFFICER seeking a revocation of dues must submit a written request prior to his/her first anniversary date.

c. Thereafter, in order to revoke his/her authorization, a POLICE OFFICER must submit Standard Form 1188 from PureEdge. POLICE OFFICERS will submit their request for cancellation of dues to the designated DC National Representative, as the designated Union official. The designated Union Official will then provide the approved cancellations to the Resource Management Office (RMO), in a timely manner, to be processed through the payroll system. Revocation forms must be submitted to the DC National representative during the period of February 1st - 15<sup>th</sup>. Revocation of dues withholding by the POLICE OFFICER will be effective at the start of the first full pay period beginning on or after March 1st each year.

## Section 7. Remittance of Dues Withheld

No later than seven (7) workdays following the end of the pay period, a check for dues withheld the preceding pay period will be mailed to the Comptroller, International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA 02169. DFAS will provide a list of the POLICE OFFICERS of the Local with correct allotment authorization and the amount withheld from each person's pay to IBPO. This list will show the total amount withheld during the preceding pay period. POLICE OFFICERS whose pay was not sufficient to cover the full amount of the deduction will also be identified on the list.

## Section 8. Required Notices

The PARTIES agree, respectively, to issue the following written notices:

a. The UNION will notify the DMR within five (5) workdays when a POLICE OFFICER with a current allotment authorization is suspended or expelled from the UNION and cease to be a member in good standing.

b. The UNION will send to the DMR, within five (5) workdays, any written revocation of allotment received by the UNION.

c. The DMR will send a copy of each written revocation received and date stamped from a POLICE OFFICER to the UNION within five (5) workdays after receipt and prior to process, so that the UNION may verify the accuracy of the submitted revocation application (SF1188).

## **ARTICLE 33 - UNION RIGHTS AND OBLIGATIONS**

Section 1. The UNION will:

- a. Accept POLICE OFFICERS as members without discrimination, and without regard to labor organization membership.
- b. Act as the exclusive bargaining agent and negotiate collective bargaining agreements covering all POLICE OFFICERS in the unit.
- c. Not breach the statutory duty of fair representation to all bargaining unit POLICE OFFICERS.
- d. Ensure that grievances from POLICE OFFICERS are subjected to negotiated grievance procedures contained herein.

Section 2. The PARTIES recognize that the performance of representational duties is an integral and necessary aspect to represent POLICE OFFICERS. Further, the EMPLOYER agrees that there shall be no restraints, interference, coercion or discrimination against UNION representatives because of the performance of such duties.

Section 3. The EMPLOYER agrees that UNION officers and stewards are authorized a reasonable amount to time during duty hours to perform official representational duties as are necessary to properly represent the interest of all POLICE OFFICERS in the Unit and to carry out the provisions of this agreement.

Section 4. The UNION representative will request time as needed from the shift supervisor to do representational duties. Permission will normally be granted at the time of the request, mission permitting. All official time will be requested, approved and recorded, using Appendix A of this agreement. In such cases when time is unable to be approved when requested; a time will be suggested by the supervisor and mutually agreed upon by the PARTIES.

Section 5. Representational duties performed outside of the DES will be coordinated through the Director or designee of the person being contacted. Permission will normally be granted at the time of the request, mission permitting.

Section 6. The president of the UNION or duly authorized representative will be the spokesperson for the UNION and shall have the right to consult and negotiate with the EMPLOYER on matters covered by this agreement.

Section 7. The EMPLOYER will recognize all elected officials and other authorized representatives to represent POLICE OFFICERS in the unit. The UNION shall provide the EMPLOYER, in writing, the names of its officers and stewards, to be posted on an appropriate bulletin board within the DES Office. The listing will be updated in writing as changes occur.

Section 8. The UNION president shall be entitled to a reasonable amount of time to perform representational duties. Representational duties will be performed at the UNION designated facilities or other appropriate location. Such official time shall be scheduled in advance. After one year, the official time for representational duties will be evaluated.

Section 9. If OPM requests, Fort A. P. Hill's comments to a proposed classification standard for POLICE OFFICERS (GS-0083) Fort A. P. Hill MANAGEMENT will provide positive support.

Section 10. Meetings with the EMPLOYER will be scheduled in advance. The Party that calls the meeting will provide a list of topics in writing to be discussed one day in advance to expedite the meeting.

Section 11. Solicitation of membership and activities concerned with internal management of the UNION, such as activities involving other POLICE OFFICER groups, collection of dues, assessments or other funds, membership meetings, campaigning for UNION office, and soliciting complaints and grievances will not be conducted during duty hours.

Section 12. Arrangements will be made for authorized national representatives of the International Brotherhood of Police Officers' UNION to visit the EMPLOYER at reasonable times on appropriate business.

Section 13. Upon supervisory approval an official or representative of the UNION may be granted excused absence from duty, without charge of leave to attend UNION sponsored training. Such approval is contingent upon the training is of mutual concern to the EMPLOYER and to the POLICE OFFICER in his/her capacity as an UNION representative and the Government interest will be served by the POLICE OFFICER'S attendance. The following procedures will be adhered to:

a. Requests for attendance at training sessions must be made thirty (30) calendar days in advance, exceptions will be considered.

b. Requests must be made in writing to the Chief of Police. The UNION agrees to provide an agenda of the training at the time of the request.

c. Training will be related to matters within the scope of the Federal Service Labor Management Relations Statute.

Section 14. POLICE OFFICERS in the unit who are elected or appointed to serve in the capacity as representatives or officers in the UNION who require absence from work may be granted annual leave and/or leave without pay for a period of time not to exceed one (1) year for any National Office consistent with the regulations and workload requirements. One (1) year extensions may be granted in accordance with pertinent regulations. If any POLICE OFFICER in the UNION applies for and is granted leave without pay, the period of leave may not at any time thereafter be converted to annual or sick leave.

Section 15. The EMPLOYER will not alter or censor the content of any direct communications between the UNION and POLICE OFFICERS.

## **ARTICLE 34: Within Grade Increases Postponed or Denied**

Section 1. Postponing Within Grade Increase (WGI). The within grade increase must be postponed when one of the following exists:

a. The POLICE OFFICER'S performance is less than satisfactory and he/she has not been given a performance plan or otherwise told of the specific requirements for fully successful performance at least thirty (30) calendar days before the end of the waiting period. In this situation, the supervisor would promptly contact the Civilian Personnel Advisory Center (CPAC) for guidance.

b. The POLICE OFFICER has been reassigned or demoted because of unacceptable performance and is or will be eligible within sixty calendar (60) days for a WGI. The CPAC would notify the supervisor of the requirement to postpone.

c. If either of the above conditions in Section **1.a or 1.b.** exists, the supervisor shall notify the POLICE OFFICER in writing of the decision to postpone the within grade, the reason for the postponement, and that the POLICE OFFICER will have no more than 120 calendar days to demonstrate fully successful performance. The POLICE OFFICER will be provided a performance plan that establishes the performance objectives/responsibilities that must be met during the 90-day period following the issuance of the performance plan.

Section 2. The denial of the within grade increase occurs when one of the following exists:

a. When the rating of record is "Fully Successful" and performance has deteriorated to less than "Fully Successful";

b. When the rating of record is less than "Fully Successful";

c. When the POLICE OFFICER failed to demonstrate fully successful performance during the 90-day postponement period.

d. If either of the above conditions in **Section 1.a or 1.b.** exist, the supervisor shall notify the POLICE OFFICER in writing of the decision to deny the within grade, the objective(s), the deficiencies supporting the objective, rights to request reconsideration, and any appropriate appeal.

Section 3. Reconsideration

a. The POLICE OFFICER may request reconsideration of a decision to deny the WIG within the specified time limits in the decision notice.

b. The Designated Official will provide a written response to the request for reconsideration.

c. A decision by the Designated Official to sustain the WIG will result in the WIG being effected the original due date;

d. A decision by the Designated Official to sustain the decision to deny the WIG will include the appropriate appeal rights.

**APPENDIX A**

**USE OF OFFICIAL TIME FOR REPRESENTATIONAL FUNCTIONS**

**PART I -TO BE COMPLETED BY REQUESTING UNION REPRESENTATIVE**

a. Name of Requestor \_\_\_\_\_

b. Organization/Division \_\_\_\_\_

c. Date on which time is to be used \_\_\_\_\_

d. Estimated time of departure \_\_\_\_\_

e. Estimated time of return \_\_\_\_\_

f. Telephone Usage (Time required) \_\_\_\_\_

g. Purpose:

1. Check as appropriate:

- \_\_\_\_\_ Grievance Procedure
- \_\_\_\_\_ MANAGEMENT-UNION Meeting
- \_\_\_\_\_ Labor Negotiations
- \_\_\_\_\_ Other (Specify)

2. Police Officer represented \_\_\_\_\_

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

**PART II - SUPERVISOR'S ACTION (Check as appropriate)**

- a. \_\_\_\_\_ Request is approved
- b. \_\_\_\_\_ Request is disapproved as shown in remarks.
- c. \_\_\_\_\_ Request is modified as shown in remarks.
- d. \_\_\_\_\_ Alternate time and date offered

Remarks: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date & Time of Approval

**PART III - ACTUAL TIME USED TO BE COMPLETED BY UNION REPRESENTATIVE**

- a. Time out: \_\_\_\_\_
- b. Time in: \_\_\_\_\_
- c. Actual Time Expended: \_\_\_\_\_
- d. Signature of UNION Representative: \_\_\_\_\_
- e. Date: \_\_\_\_\_

**PART IV - REPORTING OF DIMINIMAS TIME (LESS THAN 3 MINS. PER CONTACT (DOES NOT REQUIRE PRIOR MANAGEMENT APPROVAL**

- a. Police Officer: \_\_\_\_\_
- b. Time used (min.(s)): \_\_\_\_\_

## APPENDIX B GLOSSARY

The terms "Supervisors" and "the EMPLOYER" shall be defined as in Labor Management Statute.

- a. **ADMINISTRATIVE/ INTERNAL INQUIRY** – a request for information relative to an incident, allegation, complaint or other matter of administrative concern.
- b. **ADMINISTRATIVE INVESTIGATION** – refers to the gathering of relevant evidence to determine whether misconduct occurred, if the misconduct warrants disciplinary action, and what disciplinary action is most appropriate.
- c. **CRIMINAL INVESTIGATION** - An investigation of a criminal incident or allegation conducted by the U.S. Army Criminal Investigation Command (USACIDC).
- d. **AMENDMENTS** - Modifications of the basic Agreement by adding, deleting, or changing portions, sections, or article of the Agreement.
- e. **CONSULTATION** - The term "consultation" as used throughout this contract, refers to the oral or written exchange of views between the EMPLOYER and UNION prior to the formulation or implementation of a change contemplated by the EMPLOYER concerning matters which are not subject to the obligation to: "meet and confer" or "negotiate" but which matters are nonetheless of concern to POLICE OFFICERS in the unit. "Consultation" means a mutually honest and sincere review and consideration by the EMPLOYER of the UNION's views prior to implementation of changes, which are within the jurisdiction of the EMPLOYER. The consultation process does not necessarily require an agreement between the EMPLOYER and the UNION. Consultation shall in no way nullify or abrogate the obligation of the PARTIES to "meet and confer" or "negotiate" over matters for which the obligation exists.
- f. **DEPARTMENTAL SENIORITY** - Term used to designate a POLICE OFFICER'S status relative to other POICE OFFICERS for determining order of overtime assignments, vacations, etc. Straight seniority is seniority acquired solely through length of service. Departmental seniority considers time within the department versus in federal service. A seniority list is a ranking of individual workers in order of seniority. The Certified Seniority list only includes those POLICE OFFICERS certified in DES operations.
- g. **FEDERAL LABOR RELATIONS AUTHORITY (FLRA or AUTHORITY)** - An administrative body empowered by Title VII of the Civil Service Reform Act of 1978, which interprets and oversees compliance with the Federal Service Labor-Management Relations Statute.

- h. FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS) - An independent Federal agency which provides mediators to assist PARTIES involved in negotiations or in a labor dispute in reaching a settlement. FMCS provides lists of suitable arbitrators on request and engages in various types of "preventative mediation".
- i. FORMAL DISCUSSION - Formal discussion rights exist when the following elements are met per FLRA section 7114(a)(2)(A): (1) a discussion; (2) which is formal in nature; (3) between at least one or more agency representatives and one or more POLICE OFFICERS or their representatives; (4) concerning any grievance or personnel policy or practices or other general condition of employment
- j. IMPASSE - The inability of representatives of the EMPLOYER and the UNION to arrive at a mutually agreeable decision concerning negotiable matters\*through the negotiation process.
- k. JUST CAUSE – Knowledge and/or a reasonable belief that an employee has engaged in misconduct warranting discipline.
- l. NEGOTIATE - The term "negotiate" refers to the obligation of the PARTIES as defined in the Federal Service Labor Management Relations Statute, to bargain in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as can be appropriate under applicable laws and regulations, with the view toward arriving at a formal amicable decision or agreement. This application shall include the duty to "negotiate" prior to making changes in established personnel policies and practices and matters affecting working conditions during the term of the Agreement and shall refer to matters appropriate for negotiation.
- m. OTHER DUTIES AS ASSIGNED - The clause found in job descriptions "performs other duties as assigned" shall normally be construed to mean duties in support of the installation mission and/or position which are not grade controlling.
- n. PAST PRACTICE (ESTABLISHED PRACTICE) - Existing practices sanctioned by use and acceptance, which amount to terms and conditions of employment even though not specifically included in the collective bargaining agreement. In order to constitute a binding past practice, it must be established that: the practice must involve a condition of employment; and the practice must be consistently exercised for extended period of time and followed by both PARTIES, or followed by one PARTY and not challenged by the other over a substantially long duration.
- o. SUPPLEMENT - Additional articles negotiated to cover matters not adequately

covered by the basic Agreement.

- p. **TABLE OF PENALITIES** - Table of Penalties is a list of the infractions committed most frequently by agency employees, along with a suggested range of penalties for each. It is a guide to discipline, not a rigid standard. Deviations are allowable for a variety of reasons. The penalties are graduated in severity based on whether an employee has no previous record of misconduct, has a single previous incident of documented misconduct, has two previous incidents of documented misconduct, etc. More serious types of misconduct have a more serious suggested penalty or range of penalties for a first offense than less serious types.
- q. **UNFAIR LABOR PRACTICE (ULP)** - Action by either an EMPLOYER or UNION, which violates rights granted by the Federal Service Labor-Management Relations Statute. A ULP complaint may be filed by the AGENCY, UNION, or EMPLOYEE (see 5 U.S.C. 7116).
- r. **UNION OFFICIAL AND/OR UNION REPRESENTATIVE** - Any National Representative of the UNION and the duly elected or appointed officials of the Local, including stewards, in accordance with the provisions of the Agreement.
- s. **VERBAL COUNSELING** – A one-on-one meeting between the EMPLOYEE and his/her supervisor in which the employee is verbally advised of performance, behavior and/or conduct issues that require a change to bring the employee in compliance with regulatory and or policy requirements.
- t. **WEINGARTEN RIGHTS** - Refers to the right of a bargaining unit EMPLOYEE to be represented by the UNION when: the EMPLOYEE is examined in an investigation (investigatory examination) conducted by an agency representative; the EMPLOYEE reasonably believes disciplinary action against him or her may result; and the EMPLOYEE requests UNION representation.
- u. **WRITTEN COUNSELING** - The employee is advised in writing of performance, behavior and/or conduct issues that require a change to bring the employee in compliance with regulatory and or policy requirements.

## APPENDIX C DOUGLAS FACTORS

Douglas Factors: The following factors may weigh for or against the employee in determining the appropriateness of a penalty for an adverse action.

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for personal gain, or was frequently repeated.
2. The employee's job level and type of employment, including supervisory or fiduciary role, contact with the public, and prominence of the position.
3. The employee's past disciplinary record.
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.
7. Consistency of the penalty with the DA Table of Penalties Pertaining to Various Offenses (AR690-700, Chapter 751, C5, Table 1-1).
8. The notoriety of the offense or its impact upon the reputation of the Department of Army.
9. The clarity with which the employee was on notice of any rules that was violated in committing the offense, or had been previously warned about the conduct in question.
10. The potential for the employee's rehabilitation.
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice, or provocation on the part of the others involved in the matter.
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

**APPENDIX D TABLE OF PENALTIES  
For Information Only**

<b>A. BEHAVIORAL OFFENSES FOR WHICH PROGRESSIVE DISCIPLINE IS APPROPRIATE</b>					
<b>OFFENSE</b>	<b>NATURE OF OFFENSE</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>	<b>REMARKS</b>
1. Insubordination	Refusal to obey orders, defiance of authority.	Written reprimand to removal	5 day suspension to removal	Removal	
2. Fighting/ Creating a Disturbance*	a. Creating a disturbance resulting in an adverse effect on morale, production, or maintenance of proper discipline.	Written reprimand to 5 day suspension	5 to 10 day suspension	10 day suspension to removal	*Penalty may be exceeded if work is severely disrupted.
	b. Threatening or attempting to inflict bodily harm without bodily contact.	Written reprimand to 14 day suspension	14 day suspension to removal	30 day suspension to removal	*Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive or aggressive in nature, or whether actions were directed at a supervisor.
	c. Hitting, pushing or other acts against another without causing injury.	Written reprimand to 30 day suspension	30 day suspension to removal	Removal	
	d. Hitting, pushing or other acts against another causing injury.	Written reprimand to removal	Removal		
3. Sleeping on duty	a. Where safety of personnel or property is not endangered.	Written reprimand to 1 day suspension	1 to 5 day suspension	5 day suspension to removal	
	b. Where safety of personnel or property is endangered.	1 day suspension to removal	Removal		
4. Loafing; delay in carrying out instructions	a. Idleness or failure to work on assigned duties.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	
	b. Delay in carrying out or failure to carry out instructions within the time required.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	
5. Attendance related offenses	a. Any absence from the regularly scheduled tour of duty which has not been authorized and/or for which pay must be denied (AWOL) or any absence from management directed additional hours of duty (Unauthorized Absence). Includes leaving the work site without permission	Written reprimand to 5 day suspension	1-14 day suspension	5 day suspension to removal	Penalty depends on length of absences. Removal may be appropriate for 1st or 2nd offenses if the absence is prolonged
	b. Failure to follow established leave procedures	Written reprimand to 5 day suspension	1-5 day suspension	5 day suspension to removal	
	c. Unexcused tardiness	Written reprimand to 1 day suspension	1 to 3 day suspension	1 to 5 day suspension. Habitual	Includes delay in reporting at the scheduled starting

				tardiness warrants removal	time, returning from lunch or break periods, and returning after leaving work station on official business. Penalty depends on length and frequency of tardiness.
6. Unauthorized use of alcohol, drugs or controlled substances	a. Unauthorized possession or transfer of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 5 day suspension	5-14 day suspension	14 day suspension to removal	Penalty may be exceeded when aggravating circumstance are present. See AR 600-85.
	b. Unauthorized use of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 14 day suspension	14-30 day suspension	30 day suspension to removal	
	c. Reporting to work or being on duty while under the influence of alcohol, a drug or a controlled substance to a degree which would interfere with proper performance of duty, would be a menace to safety, or would be prejudicial to the maintenance of discipline. See para. 13 for other drug related offenses.	Written reprimand to 30 day suspension. Removal may be warranted if the safety of personnel or property is endangered.	14 day suspension to removal	Removal	
7. Discourtesy	a. Discourtesy, e.g., rude, unmannerly, impolite acts or remarks (non-discriminatory).	Written reprimand to 1 day suspension	1 to 5 day suspension	3-10 day suspension	Penalty for fourth offense within 1 year may be 14 day suspension to removal. Penalty may be exceeded if discourtesy or similar conduct was directed to a supervisor.
	b. Use of abusive or offensive language, gestures, or similar conduct (non-discriminatory)	Written reprimand to 10 day suspension	5 day suspension to removal	30 day suspension to removal	
8. Gambling	a. Participating in an unauthorized gambling activity while on Government premises or in a duty status.	Written reprimand to 1 day suspension	1-5 day suspension	5-30 day suspension	See AR 600-50
	b. Operating, assisting or promoting an unauthorized gambling activity while on Government premises or in a duty status or while others involved are in a duty status.	14 day suspension to removal	Removal		
9. Indebtedness	Failure to honor valid debts where agency mission or employee performance are affected.	Written reprimand	Written reprimand to 1 day suspension	Written reprimand to 5 day suspension	See AR 690-700, chap. 735, app E. There must be a clear nexus between efficiency of the

service and the debt complaint.

**B. OFFENSES WARRANTING PUNITIVE DISCIPLINE**

OFFENSE	NATURE OF OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
10. False Statements	a. False statements, misrepresentation, or fraud in entitlements, includes falsifying information on a time card, leave form, travel voucher, or other document pertaining to entitlements.	Written reprimand to removal	30 day suspension to removal	Removal	See para. 2-1. Removal is warranted for a first offense.
	b. False statements or misrepresentations on an SF 171, or other documents pertaining to qualifications, or on any official record not otherwise enumerated.	Written reprimand to removal	14 day suspension to removal	30 day suspension to removal	See para. 2-1. Removal is warranted when selection was based on falsified SF 171 where falsification was intentional (i.e., not an omission or where intent can be proven), or where the employee occupies a fiduciary position.
	c. Knowingly making false or malicious statements against co-workers, supervisors, subordinates, or government officials with the effect of harming or destroying the reputation, authority, or official standing of that individual or an organization.	Written reprimand to removal	Removal		
	d. Deliberate misrepresentation, exaggeration, concealment, withholding of a material fact. Includes perjury, making false sworn statements, and lying to a supervisor.	Written reprimand to removal	5 day suspension to removal	10 day suspension to removal	
11. Stealing	Stealing, actual or attempted, unauthorized possession of government property or property of others, or collusion with others to commit such acts.	14 day suspension to removal	Removal		See para. 2-1. Penalty depends on such factors as the value or the property or amounts of employee time involved, and

					the nature of the position held by the offending employee which may dictate a higher standard of conduct.
12. Misuse or abuse of Government Property	a. Using Government property or Federal employees in a duty status for other than official purposes.	Written reprimand to removal	1 day suspension to removal	14 day suspension to removal	See AR 600-50. Penalty depends on such factors as the value of the property or amounts of employee time involved, and the nature of the position held by the offending employee which may dictate a higher standard of conduct.
	b. Loss of or damage to government property, records or information when an employee is entrusted in safeguarding Government property as an absolute requirement of the job (e.g., cashier, warehouse worker, property book officer)	Written reprimand to 14 day suspension	Written reprimand to removal	14 day suspension to removal	
	c. Willfully using or authorizing the use of a government passenger motor vehicle or aircraft for other than official purposes.	30 day suspension to removal	Removal		See 31 USC 1349. Penalty cannot be mitigated to less than 30 days.
	d. Misuse of Government credentials	Written reprimand to removal	5 day suspension to removal	14 day suspension to removal	
	e. Intentionally mutilating or destroying a public record.	Removal			18 USC 2071
13. Unauthorized use or possession of a controlled substance	a. Introduction of a controlled substance to a work area or government installation for personal use	3 day suspension to removal	Removal		
	b. Introduction of a controlled substance to a work area or government	Removal			

	installation in amounts sufficient for distribution or distribution of a controlled substance on a government installation				
14. Failure to observe written regulations, orders, rules, or procedures	a. Violation of administrative rules or regulations where safety to persons or property is not endangered.	Written reprimand to 1 day suspension	1-14 day suspension	5 day suspension to removal	
	b. Violation of administrative rules or regulations where safety to persons or property is endangered	Written reprimand to removal	30 day suspension to removal	Removal	
	c. Violations of official security regulations. Action against National Security				
	(1) Where restricted information is not compromised and breach is unintentional	written reprimand to 5 day suspension	1-14 day suspension	5 day suspension to removal	See AR 604-5 and 5 USC 7532
	(2) Where restricted information is compromised and breach is unintentional	Written reprimand to removal	30 day suspension to removal	Removal	
	(3) Deliberate violation	30 day suspension to removal	Removal		
15. Discrimination because of race, color, religion, age, sex, national origin, political affiliation or handicap, or marital status	Prohibited discriminatory practice in any aspect of employment (e.g., employment, appraisal, development, advancement or treatment of employees). Includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination.	Written reprimand to Removal			Appropriate penalty depends on the facts in a given case weighed against DA policy that discrimination is prohibited.
16. Sexual Harassment. Influencing, offering to influence, or threatening the career, pay, job, or work assignments of another person in exchange for sexual favors OR deliberate or repeated offensive comments, gestures or physical contact	a. Involving a subordinate	1 day suspension to removal	10 day suspension to removal	30 day suspension to removal	Appropriate penalty depends on the fact situation in a given case weighed against DA policy that sexual harassment will not be tolerated. Where conduct created a hostile or offensive work environment,
	b. Not involving a subordinate	Written reprimand to 30 day suspension	5 day suspension to removal	10 day suspension to removal	

of a sexual nature.					removal is warranted for a first offense.
17. Constitutional Violation	Violation of employee's constitutional rights (i.e., freedom of speech/association/religion.)	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
18. Conduct Unbecoming a Federal Employee	a. Immoral, indecent, or disgraceful conduct	1 day suspension to removal	Removal		Includes off-duty conduct if nexus is established.
	b. Solicitation of or accepting anything of monetary value from person who is seeking contracts or other business or financial gain	10 day suspension to removal	Removal		
19. Refusal to testify; interference or obstruction	a. Refusal to testify or cooperate in a properly authorized inquiry or investigation	1 day suspension to removal	5 day suspension to removal	Removal	Witness shall be assured freedom from restraint interference, coercion, discrimination, or reprisal in their testimony.
	b. Interference with attempting to influence, or attempting to alter testimony of witnesses or participants.	5 day suspension to removal	10 day suspension to removal	Removal	
	c. Attempting to impede investigation or to influence investigating officials.	10 day suspension to removal	30 day suspension to removal	Removal	
20. Political Activity	a. Violation of prohibition against soliciting political contributions.	Removal			5 USC 7323, 7324 and 7325
	b. Violation of prohibition against campaigning or influencing elections.	30 day suspension to removal	Removal		
21. Misappropriation	a. Directing, expecting or rendering services not covered by appropriations	Removal			5 USC 3103
	b. Failure to deposit into the Treasury money accruing from lapsed salaries or from unused appropriations from salaries.	Removal			5 USC 5501
22. Job Actions	Participating in or promoting a strike, work stoppage, slow down, sick out or other job actions.	Removal			
23. Reprisal	a. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right to grieve, appeal or file a complaint through established procedures.	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	

	b. Reprisal against an employee for providing information to an Inspector General, MSPB Office of Special Counsel, EEOC or USACARA investigator, or for testifying in an official proceeding.	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
	c. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right provided under 5 USC 7101 <u>et seq</u> (governing Federal Labor-Management Relations).	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
	d. Finding by MSPB of refusal to comply with MSPB order or finding of intentional violation of statute causing issuance of a special counsel complaint.	Written reprimand to removal	Removal		5 USC 1206(g)(1) and 1207(b)

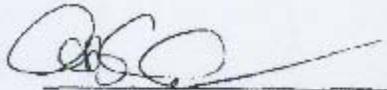
**C. PENALTIES APPLYING TO CIVILIAN MARINE PERSONNEL (EXCLUDING HARBOR CRAFT EMPLOYEES)**  
**In addition to the penalties listed above that apply to Army employees in general, there are certain offenses for which, under express provisions of law or regulation, civilian marine employees may be punished by removal or even by fine or imprisonment.**

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
24. Desertion	Removal (mandatory)			Employee forfeits all pay and allowances due from the voyage.
25. Missing sailing of the ship.	Written reprimand to removal	10 day suspension to removal	30 day suspension to removal	
26. Willful disobedience to lawful command at sea.	Written reprimand to removal	10 day suspension to removal	30 day suspension to removal	The offender may be confined until such disobedience shall cease. Pay does not accrue during period of confinement.
27. Assaulting any Master, Mate, Pilot, Engineer or other officer.	Written reprimand to removal	Removal		Upon conviction, offender may be imprisoned not more than 2 years (46 USC 11501).
28. Willfully	Loss of pay equal to the loss	Loss of pay equal to the	Loss of pay equal	See 46 USC

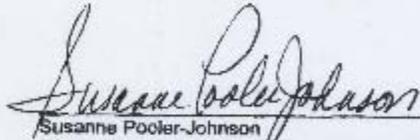
damaging the ship or her equipment, or willfully embezzling or damaging any of her stores or cargo.	sustained and reprimand to removal.	loss sustained and 30 day suspension to removal.	to the loss sustained and removal.	11501
29. Smuggling	Removal (mandatory)			For any act of smuggling for which the offender is convicted and whereby loss or damage is occasioned to the Master or the Army such a sum as sufficient to reimburse the Master of the Army may be retained from offender's wages in satisfaction or on account of such liability.
30. Introducing, selling, possessing, or using intoxicants aboard ship.	5 day suspension to removal.	10 day suspension to removal.	30 day suspension to removal.	
31. Unauthorized use or possession of a controlled substance				
a. Introduction of a controlled substance aboard ship for personal use.	5 day suspension to removal.	Removal.		
b. Introduction of a controlled substance aboard ship in amounts sufficient for distribution, or distribution of a	Removal.			

controlled substance aboard ship.		
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IN WITNESS WHEREOF the PARTIES hereto have entered into this agreement this 5<sup>th</sup>  
day of May 2009.



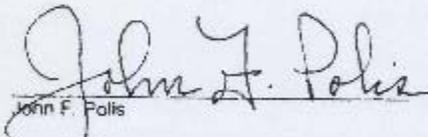
Anthony B. Clark  
Acting, President Local 571, IBPO



Susanne Pooler-Johnson  
Deputy Director Federal Section, NAGE, IBPO



Arline Marie  
Chief, LMER Branch  
Fort Belvoir CPAC  
US Army  
Fort Belvoir, Virginia



John F. Polis  
Deputy Director, Emergency Services  
US Army  
Ft AP Hill, Virginia

GRAESE, MICHAEL  
SCOTT.1099648135

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THIS INFORMATION IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE  
DATE 08-11-2010 BY 60320UCBAW/STP/STP

LTC (P) Michael S. Graese  
Commander  
US Army, Fort AP Hill  
Bowling Green, Virginia

Approved by the Department of Defense on 10<sup>th</sup> June 2009