

EMPLOYEE-MANAGEMENT

COOPERATION

Negotiated Agreement

Between

U.S. DEPARTMENT OF COMMERCE, OFFICE OF THE SECRETARY, OFFICE OF THE
CHIEF FINANCIAL OFFICER/ASSISTANT SECRETARY FOR ADMINISTRATION,
OFFICE OF SECURITY

And

FRATERNAL ORDER of POLICE /NIST LABOR COMMITTEE

10-28-2021

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PREAMBLE

Pursuant to the policy set forth in 5 United States Code, Chapter 71 and Public Law 95-454, and subject to all applicable statutes and the regulations and the policies issued pursuant to the Federal Labor Relations Authority, and the United States Department of Commerce (DOC), the following articles constitute an agreement by and between the DOC, Office of the Secretary (OS), Office of the Chief Financial Officer/Assistant Secretary for Administration (CFO/ASA), Office of Security (OSY), hereinafter called the Employer and Fraternal Order of Police/NIST Labor Committee, hereinafter called the Union. The Preamble is part of the Agreement.

DEFINITIONS

Unless otherwise specified in the text of this Agreement, the terms set forth below have the meanings indicated.

- a. **Agency:** As defined by 5 U.S.C. 7103(a)(3).
- b. **Agreement:** Refers to the current “Negotiated Agreement between OSY and the Fraternal Order of Police/NIST.
- c. **Anniversary Date:** The date of implementation or the date the Agreement became effective in accordance with 5 U.S.C. 7114(c).
- d. **Bargaining Unit or Unit:** All non-supervisory police officers (0083 series) employed by OSY located in Gaithersburg, Maryland, and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b).
- e. **Compelling Need:** As defined by 5 U.S.C. 7117.
- f. **Consultation or Consult:** The process whereby the Employer and the Union discuss and/or exchange views prior to Management taking action. This process does not involve bilateral decision-making and Management’s right to act is not encumbered.
- g. **Contract:** Unless otherwise specified, refers to the “Agreement” as defined above.
- h. **Employee(s):** An individual who is employed as a police officer (0083 series) by OSY at NIST Gaithersburg. Excluded are supervisors, management officials, and all individuals not classified as non-supervisory police officers (0083 series).
- i. **Employer:** Refers to DOC/OSY at NIST Gaithersburg.
- j. **Managerial Official:** An individual having authority consistent with Section 7103 of Title 5 United States Code, to act for OSY.

- k. **Negotiation:** A process consistent with the intent of Title 5 United States Code, Chapter 71 whereby the parties engage in joint or bilateral decision-making within the framework of the law. In this contract the terms negotiation and bargaining are synonymous.
- l. **Union:** Fraternal Order of Police/NIST Labor Committee
- m. **Tour of duty:** Defined as the employees working hours according to the schedule as set forth in Article 11 of this agreement.

For all provisions of this Agreement, all time limits must be strictly observed unless the parties mutually agree to extend said time limits. “Day” means calendar days unless otherwise noted herein. Business Days means Monday through Friday and exclude Saturday, Sunday, legal holidays, and days when the Employer (or certain divisions) is ordered administratively closed. If a deadline or time limit falls on a day when the Employer is closed for any reason set forth herein, including a Saturday, Sunday, legal holidays, and days when the Employer (or certain divisions) is ordered administratively closed, then the deadline or time limit falls to the next business day.

ARTICLE 1.
Parties to Agreement

The parties to this agreement include the Employer and Fraternal Order of Police/NIST Labor Committee.

ARTICLE 2.
Exclusive Recognition and Coverage of Agreement

Sec. 1. The Employer recognizes the Union is the exclusive bargaining representative for all of its employees within the bargaining unit as outlined below.

Sec. 2. The recognized bargaining unit includes, and this Agreement applies to and covers, all non-supervisory federal police officers (0083 series) employed by DOC/OSY at NIST in Gaithersburg, Maryland, excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(c) and (d).

Sec. 3. As a matter of policy, which not abrogating the Employer's right to assign work, every effort will be made by the Employer to assign employees covered by this Agreement, which may include mobile or foot patrols, access control points and stationary posts.

Sec. 4. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or forthcoming laws and the regulations of appropriate authorities, including regulations of DOC and Office of Personnel Management (OPM); by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement. However, this does not relieve the Employer from bargaining over conditions of employment which are defined as personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except for matters relating to political activities, classification of any position, or other matters specifically provided for by Federal statute.

Sec. 5. Nothing in this Agreement shall require an employee to become or to remain a union member, or to pay money to a union except pursuant to a voluntary, written authorization by a bargaining unit employee for the payment of union dues through payroll deductions.

ARTICLE 3.
Management Rights

Sec. 1. In accordance with 5 USC §7106, management rights

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--
 1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

2. in accordance with applicable laws—
 - A. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - B. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - C. with respect to filling positions, to make selections for appointments from—
 - i. among properly ranked and certified candidates for promotion; or
 - ii. any other appropriate source; and
 - D. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating--
 1. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. procedures which management officials of the agency will observe in exercising any authority under this section; or
 3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Sec. 2. It is agreed and understood that the matters deemed not appropriate for consultation and discussion include but are not limited to the Employer's mission; its budget; its organization; the number of employees; and the number, types, and grades of position of employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices.

Sec. 3. Supervisory notes. Supervisors may retain "supervisory" notes commonly called memory joggers. All of the following conditions must exist for the notes to be considered memory joggers. The notes must be:

- a. Retained as a memory aid by the supervisor;
- b. For the supervisor's personal use;
- c. May be discussed with other supervisory personnel as necessary; and
- d. Retained or discarded at the supervisor's discretion.

These notes are considered mere extensions of the supervisor's memory and could qualify as records under the Privacy Act in certain circumstances. Also, there may be circumstances under which memory joggers are not records even if one of the conditions listed above is not met. These personal personnel notes or memory joggers will not be used to circumvent proper disclosure to the employee, nor may they be used to retain information that should properly be contained in a system of records.

Sec 4. The Employer agrees to consider the Union's request for representation on appropriate Department of Commerce committees involving the mutual interests of unit employees and the Facility. If the Employer extends an offer to the Union for committee representation, the Union has the right to accept or decline the offer.

ARTICLE 4. Employees Rights

Sec. 1. In accordance with 5 USC §7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Except as otherwise expressly provided under the Federal Service Labor-Management Relations Statute, such rights include:

- a. To act for a labor organization or as a representative and, in that capacity, to present the views of that organization to heads of agencies and other officials of the Executive Branch, the Congress, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. Chapter 71.

Sec. 2. The Employer agrees to annually inform employees of their "Weingarten" rights pursuant to 5 U.S.C. 7114(a) (2) (B) by posting this information on a bulletin board in the briefing room.

Sec. 3. An employee is free to resign at any time and to set the effective date of his resignation and to have his reasons for resigning entered into his official records.

Sec. 4. The Employer may permit an employee to withdraw his resignation if the employee so requests in writing before the resignation becomes effective. The Employer may decline a request to withdraw a resignation before it becomes effective only when the Employer has a valid reason and provides that reason in writing to the employee. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement.

Sec. 5. The Employer will make every reasonable effort to conduct discussions between a supervisor and an employee, and other than regular work-related conversations, in private. During a meeting between a supervisor and an employee where informal counseling or formal discipline may occur, the employee may request the presence of a Union representative. In those instances where more than one supervisor is involved in such a meeting with an employee, the

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

Sec. 6. If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the Union representative on duty time; however, when the employee does so is subject to supervisory approval. Once approved, the employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right unless there is a pressing operational exigency.

Sec. 7. The Employee has the right to decline inquiries into their personal life unless there is a job-related nexus to the employee's performance as a police officer (or federal employee) or continued fitness as a police officer.

Sec. 8. The Employee has the right to privacy to the extent that the Employer has knowledge of and can control the situation.

Sec. 9. Employees have the right to fair and equitable application in all provisions of this agreement, and all other government-wide and Employer personnel policies, rules and regulations.

Sec. 10. Compliance with Directives

a. Employees are expected to comply with all lawful orders of their supervisors. If an employee reasonably believes that an order violates a law, rule, or regulation, the employee may respectfully bring his belief to the attention of the supervisor on duty. If the supervisor confirms the order, the employee will follow it. The employee may subsequently raise the issue through the negotiated grievance procedure.

b. Employees who receive conflicting instructions from supervisors should respectfully bring the conflict to the attention of the supervisor. Normally, the employee is expected to follow the last order issued. Employees who receive instructions from non-Employer employees should respectfully refer the request through their chain of command.

Sec. 11. Officers who wish to engage in outside employment or other outside activities must comply with the relevant provisions under 5 C.F.R Subpart H concerning Outside Activities. The employee should provide notice to the employer and consult with the Department Ethics Office as applicable.

Sec. 12. Unless compelled by the Employer as being employment related, officers cannot be required to disclose property or income information.

ARTICLE 5.
Matters Subject to Negotiation and/or Consultation

Sec. 1. Matters appropriate for negotiation between the parties are all personnel policies and practices and matters affecting working conditions which are within the discretion of the Employer, including but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, and leave.

Sec. 2. Both parties agree to abide by the provisions of this Agreement and to attempt to adjust all complaints or issues raised at the lowest supervisory level. The fact that certain conditions are reduced to writing does not eliminate the responsibility of either party to meet with the other to consult and/or negotiate matters affecting working conditions not covered by this agreement.

Sec. 3. Both parties recognize that there may be certain current personnel policies, benefits, and practices not specifically covered by this agreement, which will continue in effect for the period of this agreement, unless or until they are determined by appropriate authority to be contrary to policy, regulation, or law.

Sec. 4. The Employer agrees to allow the Union to have involvement on workplace matters to the fullest extent practicable to collaborate on impact and implementation.

Sec. 5. The Employer agrees to provide adequate information on such matters within 14 calendar days to the Union where not prohibited by law.

ARTICLE 6.
Union Representation

Sec 1. The Employer agrees to recognize the duly elected/appointed officers, stewards, and national representatives of the Union. The Union agrees to submit to the Employer a list of officers and stewards and to update the names as changes occur. One steward per shift.

Sec 2. The Employer agrees to provide the recognized Union officers and/or stewards a reasonable amount of official duty time, without loss of pay or leave, to perform their official representative functions provided in this agreement and Title 5, United States Code, Sections 7102 and 7114. Use of official duty time for all representational purposes shall be documented on a form mutually agreed upon by the parties. Official duty time will be documented in the time keeping system by each Union official annotating their individual timecard.

Sec 3. The Employer agrees to grant one hundred (100) hours of official duty time each calendar year. In order for the employer to grant official time under this article, the Union agrees that official time is not authorized for such activities as solicitation of membership, collection of Employee's dues, campaigning for office, distribution of literature, lobbying legislative members or other matters pertaining to the internal business of the Union.

Sec 4. The Union agrees that prior to performing appropriate business described in section 3, above, officers and stewards shall first request permission from the Employer. Permission will normally be granted unless such absences would cause an undue impact on the mission. The request for permission shall include a description of the nature of the business to be transacted and the approximate duration of the absence. If the officer/steward cannot be spared at the requested times, the Employer shall inform the officer/steward of alternate times that permission may be granted to leave his/her assignment. The officer/steward will report their return to duty to the Employer.

Sec. 5. All new employees hired in a position included in the bargaining unit will be informed of the Union's exclusive recognition and will be given a copy of the current negotiated agreement. The Employer shall notify the Union of the duty and shift assignments of all newly hired unit employees.

ARTICLE 7. Union Use of Office Space

Sec. 1. The Employer will provide the use of office space to the Union for the conduct of official business.

Sec. 2. The Union is responsible for the security of any office provided, and such security shall be maintained in accordance with appropriate regulations.

Sec. 3. The Employer will provide the Union with a lockable filing cabinet, one (1) bookshelf, one (1) desk, four (4) chairs, two (2) tall filing cabinets, two (2) small filing cabinets, one (1) love seat, one (1) little round table, one (1) personal computer with Internet access subject to the Employer's regulations governing such access, one (1) printer/fax/copier fax machine to be used for official representational functions. The Union will designate an individual who will be responsible for the equipment.

Sec. 4. The Employer will provide one (1) telephone, with local call capability and voicemail.

Sec. 5. The Union may request the use of conference/meeting space for the performance of official representational work through the same channels that management would request the use of such space. It is agreed and understood that functions relating to internal Union business will take place during non-shift hours. The Conference room in Building 318 will be made available for the Union's use during non-shift hours.

Sec. 6. The Employer will provide one (1) bulletin board of adequate size with locking capability. The Union agrees that material posted on its bulletin board will not be libelous. Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union Chairman by the Employer. The Union agrees to remove the material until the dispute is resolved.

**ARTICLE 8.
Union-Management Cooperation**

Sec. 1. The parties agree to actively support employee safety, effective communications, equal employment opportunity, attendance, high level performance, cost reduction, responsible conduct, and merit in all personnel actions.

**ARTICLE 9.
Equal Employment Opportunity**

Sec. 1. The parties agree that they will continue to work cooperatively to assure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin, sex, marital status, religion, handicap, sexual orientation, or membership in a labor organization.

Sec. 2. The Union agrees to become a positive force in this endeavor and to become a partner with the Employer in the explanation and implementation of ideas and programs whereby equal employment opportunities will be achieved.

Sec. 3. The responsibility for counseling employees who allege discrimination based on race, color, religion, age, sex, handicap, sexual orientation, or national origin, and the formal investigation and adjudication of EEO complaints rests with the DOC Office of Civil Rights.

**ARTICLE 10.
Payroll Allotment for Withholding Dues**

Sec. 1. It is hereby agreed by and between the Employer and the Union, to adopt this mutual understanding of their respective responsibilities, and the procedures, conditions, and requirements for withholding and remitting the dues of the members in good standing of the Union who voluntarily authorize allotments from their pay for this purpose.

Sec. 2. The Employer will deduct union dues from the pay of employees, who are within the recognized unit for which the Union holds exclusive recognition in accordance with the provisions of this Agreement.

Sec. 3. Subsequent to the execution of this Agreement, union dues (the regular, periodic amounts required to maintain an employee in good standing in his/her local union), will be deducted by the Employer from employee's pay; beginning with the first bi-weekly pay period after the following conditions have been met:

- a. It has been determined by the appropriate authorized union official, as recognized by the Union, that the employee is a member in good standing.
- b. The employee's earnings, after all other legal and required deductions, are regularly sufficient to cover the amount of the allotment.

- c. The employee has voluntarily authorized such an allotment on Standard Form (SF) 1187 (Request for Payroll Deductions for Labor Organization Dues). The employee may have only one dues allotment in effect at any given time.
- d. The appropriate local union official, as recognized by the Union, has certified as to the amount of bi-weekly dues to be withheld and has signed Section A of SF-1187. In signing the SF-1187, the Union representative guarantees the employee's name and ensures the form properly identifies the Union name, and appropriate Union code are reflected on the form.
- e. The Secretary of the Union has officially transmitted in writing the completed SF-1187 to the Employee and Labor Relations Officer.

Sec. 4. The Union is responsible for the purchase and supply of SF-1187's to the employees covered by this Agreement. In addition, the Union is responsible for informing and instructing the employees covered by this Agreement on the program for allotments for payment of union dues, its voluntary nature, and the uses and availability of the appropriate forms.

Sec. 5. The amount of the union dues to be deducted each bi-weekly pay period will remain as originally certified on the SF-1187 until a change in the amount of such allotment is certified by the appropriate local union official, as recognized by the Union and officially transmitted by the Secretary of the Union to the Employee and Labor Relations Officer. Such certification will consist of an official letter listing: the employee's name, payroll number, union affiliation, and the amount of dues to be deducted bi-weekly. It is the responsibility of the Union to assure that each employee who has authorized an allotment is informed of any change in the allotment.

Sec. 6. Any change in the amount of the allotment of an employee will become effective with the deduction made for the first pay period after receipt of the written notice of the change by the National Finance Center. A later effective date may be established if requested by the Union in the notice of change. Changes in the amounts of any allotments may not be made more frequently than once each 12 months.

Sec. 7. An employee's voluntary allotment for the payment of his/her union dues will be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. The Union ceases to have exclusive recognition.
- b. The employee ceases to be employed within the recognized unit.
- c. Receipt of a written notice from the Secretary of the Union to the Labor Relations Officer that the employee has been expelled or has ceased to be a member in good standing of his/her local union. The Union is responsible for promptly notifying the Labor Relations Officer of such action.
- d. The employee is placed in a non-pay status for one or more pay periods.

Sec. 8. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission of a properly executed SF-1188 (Cancellation of Payroll

Deduction for Labor Organization Dues), in duplicate to the Employer. An SF-1188 may only be honored once a year on the anniversary of the date of the person was authorized by the Union to join the Union. Such a request can only be submitted to Enterprise Services for processing.

Sec. 9. If an allotment for dues has been terminated or revoked for any reason, and the employee wishes to resume making such an allotment, he/she will submit a new completed SF-1187 in accordance with Section 3 of this Article.

Sec. 10. When an employee is in a non-pay status for the entire pay period, no withholding from future earnings will be made to cover that pay period, nor will the employee deposit the amount which would have been withheld if he/she had been in a pay status during that period. In the case of an employee who is in a non-pay status for only a part of such pay period, and the earnings are not sufficient to cover the full withholding, no deduction will be made. In this connection, all other legal and required deductions have priority over deductions for union dues.

Sec. 11. If an erroneous deduction for union dues is made, the employee will follow normal payroll inquiry procedures in questioning such a deduction. Retroactive adjustments of union dues are a matter to be settled between the employee and the Union.

ARTICLE 11.

Tours of Duty, Shifts and Schedules

Sec 1. All full time Police Officers shall work 80 or more hours in a biweekly pay period with at least 2 consecutive days off each week.

The total continuous hours of work during any shift shall not exceed sixteen (16) hours, except in exigent circumstances. Management agrees to provide notice to any employee at the earliest possible opportunity, if exigent circumstances arise requiring the employee to work more than sixteen (16) hours at one time.

Whenever an employee is required to work sixteen (16) hours or more in a 24-hour period, the employee must be allowed a minimum of ten (10) hours of turnaround time between shifts to ensure that the employee's effectiveness and that safety or job performance will not be adversely affected. In these circumstances, management may elect to adjust the employee's shift start time as they determine to be appropriate.

Tours of duty normally will not be changed unless required by operational requirements. Exceptions may be made where an employee's schedule would create an adverse impact to the mission. Total work hours will be equal between all members of the Bargaining Unit to the greatest extent possible between all assignments.

Management agrees to sit down with Union for possible I & I bargaining where appropriate. Management agrees to provide notice in writing to union of change to the tours of duty, shifts and schedules as soon as feasible, but normally no less than 14 days prior to implementation of any proposed changes, unless exigent circumstances prevent 14 days notice.

Sec. 2. Police Officer duty assignments will be specified by management. Reassignments will be based on mission needs and will take in consideration individual employee requests. Shift assignments will be filled on a seniority basis whenever possible.

Sec. 3. Nothing in this article shall preclude the Employer from transferring employees in support of unique circumstances such as special skill or knowledge needed for a particular mission. Employer may reassign employees based on the needs of the organization with a clear showing that the reassigned employee has a special skill or knowledge needed for a particular mission.

Sec. 4. Senior officers in good standing shall have preference in shift assignments so long as all operational mission requirements are met in accordance with agency mission requirements and the senior officer is qualified and able to perform the desired preference duty assignment.

Sec. 5. Officers who are promoted shall not normally be forced to transfer to another shift unless the other shift has no qualified officers or less than two officers in the same grade. If an officer is transferred because of an agency operational need, that officer shall have the right to utilize his seniority to bump a junior officer when an opportunity to do so becomes available so that the senior officer can return to his preferred shift.

Sec. 6. Reassignments will be effective at the beginning of a pay period, unless exigent circumstances demand immediate action. The Employer will normally notify employees in writing at least seven days prior to a management directed reassignment. The employee may waive this notification period.

Sec. 7. Trading assignments: Members of the bargaining unit may request of their shift commander or supervisor to trade shift assignments. The shift supervisor should consider the written request, that the officers are capable to perform the duties of said assignments, and as long as all operational mission needs are met.

Sec. 8. It is agreed that temporary management directed reassignments shall be used to meet temporary needs of the agency and will be made in accordance with appropriate laws and regulations. In the event that a change in schedule has lasted longer than four pay periods, the Parties will meet to discuss and if necessary, negotiate, over a permanent change.

Sec. 9. Employees may request hardship voluntary reassignments in writing. For the purpose of this article, the Parties agree that hardships are extremely unusual situations that place legitimate and serious difficulty upon the employee. It is not interpreted as meaning an inconvenience to an employee such as attendance at school or outside employment. Hardship cases will be considered on an individual basis and will be given careful consideration.

Sec. 10. The checking in and out of weapons and related equipment and donning of uniform items which is required by the Employer, will be accomplished while employees are employees are in a duty status for a period not to exceed 15 minutes before/after each posted shift time. For example, if the work shift begins at 2:00pm, the employee is expected to don their uniform at 1:45pm, prior to beginning the work requirement. Likewise, if a work shift concludes at

10:00pm, the employee is expected to remove their uniform after the shift has concluded. Employees will be paid for this time.

Sec. 11. Employees are considered mission-essential, emergency employees. As such, OPM regulations require that personnel occupying positions which are vital to the continuity of security of other critical operations be at work regardless of emergency situations or any general dismissal of Government personnel. All OSY Employees are considered emergency employees and may be called upon to work or stay on shift to support mission needs. Consequently, employees in the unit must remain on duty or report for duty as scheduled at times when other DOC or NIST employees are administratively excused from duty because of mass transportation breakdown, storms, or other emergency situations. A sufficient number of officers to meet manpower requirements will be ordered to report for duty during security and other emergencies.

Sec. 12. While not considered in an on-call status, employees are expected to be available by e-mail, text, or telephone to respond to requests from Management within a two (2)-hour timeframe with regard to their availability to provide assistance if needed. If an employee is required to conduct business beyond responding to requests or report to work, the employee shall be appropriately compensated. Employees called into work outside of their regular hours of work will be guaranteed a minimum of two (2) hours pay.

Sec. 13. It is understood that each employee shall be at his/her job site, ready to work, at the scheduled starting time and through the scheduled shift. If an employee is required by the Employer to perform any work or duty either before or after his/her regular shift hours, he shall be compensated at the appropriate rate of pay (including any appropriate holiday pay and or shift differential and/or night differential and/or overtime) for each work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specified time prior to the scheduled start of his/her shift, such time will be considered compensable at the appropriate rate of pay (including any applicable holiday pay and/or shift differential and/or overtime). Any such additional work would be in addition to the donning and doffing time and pay provided by management prior to and after the close of each shift.

Sec. 14. The Employer agrees that all tests and interviews required by the Employer will be conducted during normal working hours or the Employer will compensate the employee for all time spent in such activities during off-hours.

ARTICLE 12.

Roll Call and Shift Briefings

Sec. 1. Roll calls are the first, and quite often the only, group meetings of the workday. These meetings are a tool to be used by all participating employees to begin each workday in an informed manner. Since it is necessary to relieve the off-going shift, it is incumbent upon each employee to prepare himself/herself physically and mentally to extract the utmost in the allotted time.

Sec. 2. Each employee will be required to report for roll call at the designated time at the beginning of the employee's assigned shift. Employees will report to roll call upon completion of the donning of their uniform under the conditions set forth in Article 11 herein. Management agrees to pay the employee at the overtime rate for this pre-shift activity whenever the employee is required to and does report to roll call.

ARTICLE 13. Seniority

Sec. 1. The Employer agrees that an employee's seniority shall be determined as follows:

- a. Primary consideration - Service Computation Date (SCD) for leave accrual purposes.
- b. Secondary consideration – Length of time at NIST as a "0083" job series.
- c. Third consideration – An average of the last three performance appraisals.
- d. Final consideration – in event of a tie for all three considerations, a coin flip will be administered.

Sec. 2. To accommodate and give equitable and fair treatment and consideration, the following considerations shall be validated in the following manner to determine an employee's seniority.

- a. The SCD for leave will be validated by the most recent SF50 of the employee's Official Personnel File (EoPF). The SCD is located in block 31 of the SF50, "Service Comp. Date (leave)". Employee with the most time will be given higher seniority preference.
- b. Should there be a tie for both primary and secondary considerations, then the employee's average of the last three performance appraisals will be used, during a 4-year period.

ARTICLE 14. Overtime

Sec. 1. Mandatory overtime assignments will be distributed as fairly and equally as possible to all employees. The Union recognizes that deviation from this policy will occur when particular skills/clearances are required.

Sec. 2. When the Employer has determined that overtime work is necessary, employees affected will be given 72 hours advance notice if possible. When such notice is not possible the Employer will attempt to give due consideration to those who may have appropriate skills/clearances and volunteer/request to work. It is understood that the Employer has the right to require overtime work. Employees who develop a pattern of calling into the supervisor on scheduled overtime days to request sick leave or emergency annual leave, may be placed on limited leave restriction. The limited leave restriction would require a doctor's certificate to support illness or injury on overtime days, or other proof that emergency sick or annual leave was necessary.

Sec 3. Directed Overtime

a. Personnel will be considered for overtime on a voluntary basis before mandatory overtime is directed.

1. When there is time for advance notification, the person who has worked the least hours of overtime will be asked first if he/she wants the overtime assignment.
2. When time allows, the first person to be contacted for overtime will be personnel who are on their days off.

b. In the event no employee accepts the overtime assignment on a voluntary basis, individuals on the shift going off duty will be held over to ensure that the shift coming on duty has minimum staffing. No officer shall work more than 16 hours in one 24-hour period (including overtime).

Sec. 4. No employee shall be placed in a non-pay status during any regular shift hours in his/her basic work week in order to compensate or offset overtime hours worked outside of his/her regular work shift or basic work week.

Sec. 5. Employees on overtime in excess of eight (8) hours or under adverse environmental conditions will be given special consideration on work performance due to fatigue which could result as a condition of long and extended hours and days. However, willful neglect or safety violations will not be condoned and are punishable according to rules and regulations.

ARTICLE 15. Compensatory Time

Sec. 1. Employees will have the option of selecting overtime compensation in the form of compensatory time when they are required to work beyond their basic workday or work week without having been given at least 72-hours notice (i.e., being held over for next shift after scheduled shift is complete). Compensatory time shall be awarded at the rate of straight time for the actual time worked.

Sec. 2. Use of Accumulated Compensatory Time

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

ARTICLE 16. Holidays

Sec. 1. Holidays will be observed as non-workdays, except in cases of employees assigned to work shifts where the holiday is a part of the normal basic work week. Work performed on a holiday will be compensated as twice the basic rate of pay, including any applicable shift differential, if the holiday falls within the basic work week. If the holiday occurs outside of the

basic work week, the employee will be compensated at usual overtime rates. Callouts on a Holiday will result in a charge of leave for the full day and also forfeiture of any Holiday pay.

ARTICLE 17.
Sick Leave

Sec. 1. General

- a. All requests for scheduled sick leave are submitted to the immediate supervisor for approval. Depending on the nature of the leave, the request will be processed expeditiously.
- b. An employee shall earn sick leave in accordance with applicable laws and regulations.

Sec. 2. Sick Leave Granted

In accordance with applicable law, rule, and regulation, the Employer may grant accrued sick leave to an employee when the employee:

- a. Subject to paragraphs (b) through (e) of this section, an agency must grant sick leave to an employee when he or she—
 - 1. Receives medical, dental, or optical examination or treatment;
 - 2. Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
 - 3. Provides care for a family member—
 - A. Who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
 - B. With a serious health condition; or
 - C. Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;
 - 4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
 - 5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

6. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- b. The amount of sick leave granted to an employee during any leave year for the purposes described in paragraphs (a)(3)(i), (a)(3)(iii), and (a)(4) of this section may not exceed a total of 104 hours (or, for a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave he or she normally accrues during a leave year).
- c. The amount of sick leave granted to an employee during any leave year for the purposes described in paragraph (a)(3)(ii) of this section may not exceed a total of 480 hours (or, for a part-time employee or an employee with an uncommon tour of duty, an amount of sick leave equal to 12 times the average number of hours in his or her scheduled tour of duty each week), subject to the limitation found in paragraph (d) of this section.
- d. If, at the time an employee uses sick leave to care for a family member with a serious health condition under paragraph (c) of this section, he or she has used any portion of the sick leave authorized under paragraph (b) of this section during that leave year, the agency must subtract that amount from the maximum number of hours authorized under paragraph (c) of this section to determine the total amount of sick leave the employee may use during the remainder of the leave year to care for a family member with a serious health condition. If an employee has previously used the maximum amount of sick leave permitted under paragraph (c) of this section in a leave year, he or she is not entitled to use additional sick leave under paragraph (b) of this section.
- e. If the number of hours in the employee's tour of duty is changed during the leave year, his or her entitlement to use sick leave for the purposes described in paragraphs (a)(3) and (4) of this section must be recalculated based on the new tour of duty.

Sec. 3. Sick Leave Requests

- a. An employee must call personally to request the use of unscheduled sick leave unless physically unable to do so. Requests for sick leave must be called in to the on-duty Shift Supervisor (or designee) within two (2) hours prior to the employee's reporting time or as soon afterward as practicable. Employees on a letter of leave requirement may have additional reporting requirements.
- b. In those cases where an employee is confined to his home or in a hospital for more than one day and cannot provide a tentative return date, the employee will call in everyday at least 2 hours before his scheduled start time to request leave for the day. If the employee was examined by a

medical provider and the medical provider advises the employee to stay out a certain number of days, the employee will then contact the Employer and inform them as soon as practicable.

c. If a medical doctor certifies that an employee must be confined to his home or a hospital for an extended period due to medical incapacitation and the employee provides this information to the Employer (with an anticipated return to duty date certified by the doctor), the employee does not need to call in daily. However, if the employee cannot return to duty on the anticipated return to duty date, he must call in daily or provide updated medical documentation showing the need for further absence and the anticipated return to duty date.

Sec. 4. Release from Duty

An employee, who because of illness, is released from duty, by his supervisor on the recommendation of the site medical services will not be required to furnish a medical certificate in support of sick leave for the day on which he was released from duty. However, use of sick leave for succeeding days is subject to the notification and medical certificate requirements of this Article.

Sec. 5. Disapproval of Sick Leave

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

Sec. 6. No Distribution of Sick Leave Records

Individual sick leave records shall not be available or distributed as general information or publicized.

Sec. 7. Advance Sick Leave

The Employer may grant an employee up to two hundred and forty (240) hours of advanced sick leave for serious disability or ailment except when:

- a. It is known that they do not intend to return to duty or when available information indicates that their return is only a remote possibility;
- b. They has filed or the Agency has filed an application for disability retirement; or
- c. They have signified their intention of resigning for disability.

Sec. 8. Suspected Sick Leave Abuse

a. An agency may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. An agency may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. An agency may also require a medical certificate or other

administratively acceptable evidence as to the reason for an absence for any of the purposes described in §630.401(a) for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary.

b. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

c. There shall be no sick leave counseling based solely on the number of sick leave hours used. However, the possibility of sick leave abuse is generally raised when a bargaining unit employee uses an unusual amount of sick leave in an established pattern or under questionable circumstances.

d. An officer may be denied unscheduled leave and/or required to furnish medical certification or other administratively acceptable evidence for all unscheduled absences from work if placed on a leave letter notice. Failure to comply with a letter of requirement may result in any absence being charged as absence without leave (AWOL) and may be grounds for further action by the Agency.

Sec 9. Subsequent Leave Usage Review

After a three (3) month period has passed on a leave letter notice, a review session may be conducted by the supervisor for a progress review of the employee's unscheduled leave usage. The necessity for a continuance of any letter of requirement issued will be evaluated and may be removed or extended by the supervisor at each subsequent review. If the letter of requirement is to stay in effect, the reason for such continuance will be documented in the review documentation.

ARTICLE 18. Annual Leave

Sec. 1. General

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

1. To allow every employee an annual vacation period for extended leave for rest and recreation; and
2. To provide for periods of time off for personal and emergency purposes.

b. It is understood that the needs of the Employer (e.g., work and/or minimum staffing requirements) will be considered when approving or disapproving leave requests.

Sec. 2. Procedures for Requesting Annual Leave

a. All requests for annual leave are submitted to the immediate supervisor for approval. Depending on the nature of the leave, the request will be processed expeditiously.

b. All other types of leave requests must go through immediate supervisor.

c. An employee must submit leave requests through WebTA to request annual leave. The Employer will indicate approval or denial of the request for annual leave through WebTA.

d. The Parties recognize that employees should request anticipated annual leave for vacation purposes in advance.

e. Requests for projected annual leave shall be submitted to Supervisor between January 1st and March 31st for inclusion in the overall vacation schedule.

f. Annual leave requests shall be considered on a first-come, first-serve basis.

g. If, however, there is a dispute between employees desiring the same vacation period, who have submitted the requests on the same day, then the employee with the most seniority (based on EOD with OSY PSG) will be granted the annual leave.

Sec. 3. Requesting Unscheduled Annual Leave

a. Every employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed in advance of any absence. When an emergency (sudden or unforeseen situation that requires immediate action) necessitates an employee's absence, which cannot be approved in advance, the employee shall call and speak with the on-duty Supervisor (or designee) to request approved leave, no later than two (2) hours prior to the start of his scheduled work shift or as soon as practical, in exigent circumstances.

b. Employees will describe the emergency; give an estimate as to how long they will be absent, and the type of leave desired.

c. If the absence extends beyond the predetermined period of leave already approved, the employee shall call the on-duty Supervisor (or designee) to inform him/her of the situation and probable date of return to work no later than two (2) hours prior to the start of his scheduled work shift. In the event the employee can return to work prior to the end of the approved leave period, the employee will call and speak to the on-duty Supervisor (or designee) at least one day prior to their return. These absences shall be recorded and submitted to the Supervisor (or designee) through WebTA. upon the employee's return to work. Employees may be required to substantiate the nature of the emergency. Management reserves the right to disapprove such requests for leave based on workload requirements and the nature of the emergency.

Sec. 4. Approval of Non-Vacation Annual Leave

Annual leave requested for any period during a scheduled tour of duty for the shift being worked shall normally be approved/disapproved by the supervisor (or designee) on the shift being worked as soon as possible. Leave requests for future shifts will normally be approved/disapproved prior to the end of the shift. The agency will not inquire as to the specific purpose for the use of annual leave. Leave requests will be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave will be approved in the order that the Employer received the request.

Sec. 5. Cancellation of Leave

An employee may cancel annual leave at any time. In the event the employee requests to return to work prior to the end of the approved leave period, the employee will call and speak to the on-duty Supervisor (or designee) preferably at least one day prior to their return, but no later than 8 hours prior to the start of his scheduled shift.

Sec. 6. Conversion of Annual Leave to Sick Leave

Employees on annual leave who become sick may request to convert the annual leave to sick leave in accordance with 5 CFR §630.401.

Sec. 7. Use or Lose Annual Leave

Employees may carry over to the next leave year a maximum amount of accrued annual leave (240 hours for most employees). Use or lose annual leave in excess of the maximum annual leave carryover limitation. Employees in this category must use their leave by the end of the leave year in order to avoid forfeiture. For this reason, employees are encouraged to schedule and manage their leave balances to avoid loss. An employee with use or lose leave will be granted use of leave on a first come first served basis subject to operating and workload requirements.

ARTICLE 19.

Reasonable Accommodation and Family and Medical Leave Act

Sec. 1. As provided by the Family and Medical Leave Act (FMLA) of 1992, Public Law 103-2, most Federal employees are entitled to up to 12 weeks of unpaid leave during any 12-month period for the:

- a. Birth and care of a newborn child;
- b. Adoption or placement of a child for foster care;
- c. Care of a spouse, son, daughter, or parent, of the employee, with a serious health condition.
- d. Care and treatment for a personal serious health condition that makes the employee unable to perform any one or more of the essential functions of his/her position; or

- e. Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Employees should contact their immediate supervisor or the administrative staff for questions in reference to FMLA.

Sec. 2. An employee seeking to request paid parental leave in accordance with Public Law 116-92, should submit such request as soon as practicable. If leave is being requested pursuant to §630.1203(a), the employee shall provide notice to the agency of his or her intention to take leave not less than 30 calendar days before the date the leave is to begin. Approval of leave under this Article will be consistent with entitlements under FMLA and will be considered on its own merits.

Sec. 3. When an employee reports a medical condition, which may impede his/her ability to perform the essential functions of the position, the Medical Documentation will determine whether the employee's duties should be reduced or eliminated in coordination with the Agency's Reasonable Accommodation Coordinator and the process outlined in DAO 215-10. Efforts will be made to accommodate employees in need of position modification on a temporary basis to the extent management's rights are not impeded.

ARTICLE 20.

Injury Compensation

Sec. 1. The Employer and the Union recognize that administration of the Federal Employees' Compensation Act is the responsibility of the Department of Labor, Office of Workers Compensation Programs (OWCP). To the extent such actions are within its control, the Employer will provide full assistance to employees injured on the job. The Union will aid in these efforts to the extent possible. The following procedures are provided as guidance to supervisors, employees, and representatives in the event of an employee injury. They are not intended to supersede any current or future OWCP regulations.

Sec. 2. Whenever an employee sustains a traumatic injury/occupational disease that he/she believes occurred while in the performance of duty, he/she would promptly notify his/her supervisor. Supervisors should arrange prompt medical treatment for the employee. The Employer agrees that immediate conveyance to a physician or the nearest appropriate medical facility will be provided.

Sec. 3. When notified of an employee injury, supervisors will promptly authorize examination and treatment normally. The Supervisors will use the guidance from DAO-202-810 Workers' Compensation for Federal Employees.

Sec. 4. The Employer agrees that time spent undergoing emergency medical treatment will be "on the clock" to the extent the employee would otherwise be in a Duty status, including the employee's returned during non-duty hours on the next workday, if requested by the supervisor.

If the employee is unable to return to work and requests the Employer to email the forms, the Employer will promptly do so.

Sec. 5. If the employee is unable to return to work the day following the injury, the employee may elect continuation of pay (COP) or leave. Absent such an election, the employee will be placed on COP.

Sec. 6. The Employer will brief employees in the unit regarding their rights and responsibilities under the OWCP program on a yearly basis. The briefings will be sufficient in number to provide adequate notice to all employees in the bargaining unit.

Article 21

Excused Absence During Emergency Conditions

Sec. 1. Given the nature of law enforcement responsibilities, all bargaining unit police officers are designated as emergency employees. Thus, employees are expected to make a reasonable effort to report for work during emergency conditions. All employees who are unable to report for duty will notify the Employer as soon as possible. Employees who are unable to report for duty will be granted authorized leave or if warranted, may be granted an excused absence provided the employee supplies information which, considered in conjunction with those factors listed in Section 3, satisfies the Employer that emergency conditions prevented the employee from reporting to the facility.

Sec. 2. When the Employer determines emergency conditions exist, or are imminent, on-duty bargaining unit employees will be released as soon as possible, if operational requirements permit. In those situations where an "adjusted work schedule" is authorized by the Office of Personnel Management and consistent with the security needs of the Employer, the Employer may authorize employees an early dismissal relative to the employee's normal departure time from work. When the Employer exempts employees from authorized dismissal times, no leave will be charged an employee. Volunteers to remain on duty will be utilized to the extent possible.

Sec. 3. In making the determination to grant excused absence, the Employer should consider reports from the employee, distance, availability and mode of transportation, reports of civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing or closing at other area facilities.

Sec. 4. The Employer retains the right to determine the opening, closing, and use of its facilities during periods of emergency conditions. Subject to security and operational requirements, the Parties may negotiate supplemental procedures addressing the work and family safety concerns of employees during such emergency conditions.

Sec. 5. Where situations arise that are of an emergency that impact officers' ability to get food or need lodging, the Agency will make a good faith effort to provide both to all affected officers.

ARTICLE 22.

Leave Without Pay

Sec. 1. Leave without pay (LWOP) is an approved temporary non-pay status and absence from duty and is requested, not demanded, by an employee, subject to the discretion of the management. Employees may be granted LWOP in accordance with applicable laws and regulations where there is a reduced need for the employee's service. Initially, such LWOP shall not exceed a period of 12 months. LWOP requests in excess of 30 days are submitted through the supervisor to the Deputy Director for Security, OSY for approval.

Sec. 2. The employee on approved LWOP retains all rights and benefits he or she had prior to going on LWOP. However, an employee who goes on LWOP for all or any part of one or more pay period is subject to paying for continued health benefits coverage. The employee is advised to coordinate their personal benefits with the servicing human resources office.

ARTICLE 23

Miscellaneous Leave and Excused Leave

Sec. 1. Court Leave

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

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

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

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

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

f. When an employee is summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government, the Commonwealth of Virginia, the State of Maryland, the District of Columbia, or any State or the Government of the District of Columbia,

he/she is in an official duty status as distinguished from a leave status and is entitled to his/her regular pay.

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

Sec. 2. Voting and Registration Time

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

b. Beyond Commuting Distance. If an employee's voting place is beyond normal commuting distance, and if voting by absentee ballot is not permitted, the supervisor may authorize up to one hour of authorized absence.

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

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

Sec. 3. Blood Donation

An employee who donates blood at the Agency shall be allowed up to 2 hours to leave his/her worksite, give blood and return to his/her worksite. Employees whose jobs require repetitive lifting of weight over 50 pounds, driving motorized vehicles, or the operation of high-speed automated equipment shall be allowed up to 2 hours after giving blood to recuperate and return to their worksite. However, a request for additional time to recuperate in the Agency medical unit shall not be unreasonably denied. An employee shall be excused to donate blood, for up to 4 hours, when the donation is made outside the agency and is coordinated through the Employer. The Employer shall request verification from the employee.

Sec. 4. Work-Related Personnel Matters

- a. Interviews for Promotions within DOC. An employee whose name appears on the agency's Federal Merit Promotion Program Certificate shall be granted administrative leave to be interviewed by the selecting official if necessary.
- b. Visits to the Personnel Office. Supervisors may grant a reasonable amount of time to employees for authorized visits to the Personnel Office.
- c. Examinations. An employee who takes an examination administered by the Agency during his/her regularly scheduled tour of duty will be in a duty status.

Sec. 5. Conventions, Conferences and Meetings

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

Article 24.

Locker Rooms/Break Rooms/Showers

Sec. 1. Lockers

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

Sec. 2. Search of Lockers

Bargaining unit officers' locker(s) will not be searched except in accordance with law. Search of an officer's locker(s) will be conducted in the presence of the officer assigned the locker and/or a Union representative if the employee is not available; except where exigent or compelling circumstances dictate otherwise.

Sec. 3. Receipt for Property

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

Sec. 4. Break Room/Lunchroom

The Employer agrees to provide the use of a break room, a microwave oven, a refrigerator, a sink, an eating area.

Sec 5. Showering Facilities

The Employer will strive to provide showers and showering facilities for use by bargaining unit officers wherever assigned. To the maximum extent possible, showers and showering facilities will be located near employee locker or the locker facility.

Sec 6. Cleanliness of Facilities

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

ARTICLE 25. Rights of Officers Under Investigation

Sec. 1. General: The target of a formal internal affairs investigation or an investigation conducted by an agency manager or supervisor will have all the rights and privileges consistent with this agreement and PSG policy issuances. Any employee who is the subject of a criminal investigation inquiry will be accorded all rights under the Constitution and federal law (e.g., Fifth Amendment).

Sec. 2. The Agency may take one of the following actions in reference to the employment status of the employee under investigation:

- a. Continue the employee on duty in the employee's regular assignment;
- b. Place the employee on administrative leave with pay;
- c. Continue the employee on duty in another assignment; or
- d. Place the employee on indefinite suspension pending the results of an investigation or administrative action.

Sec. 3. Indefinite Suspension: In the event that the employee is issued a proposal for indefinite suspension, the employee will be afforded an opportunity to make a written and/or oral response consistent with applicable law, rule, regulation, and this agreement.

Sec. 4. Conduct of Investigation: Whenever a police officer of the Employer is the subject of an internal affairs investigation which could lead to disciplinary action, reduction-in-grade, or removal from the Federal service, the investigation will be conducted under the following conditions:

- a. Normally, the employee will be notified in writing of the general nature of the matter (i.e. criminal or administrative misconduct) being investigated in advance. The notice will advise the employee whether he/she is a target of the investigation or whether he/she is sought as a witness. The notice will also inform the employee of his/her right to be accompanied by a Union representative and/or legal representative if

- he/she so desires, and the employee will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting. The notice will identify the investigator heading the interview. The notice will also provide a telephone number and email address of the investigator heading the interview. A copy of the notice will be sent to the FOP Chairman and Union's lawyer's office by email.
- b. Normally, the interview will be conducted at the offices of the Employer and at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - c. If the U.S. Attorney has declined prosecution in a matter, the employee or representative will be provided with a copy of the declination of prosecution letter prior to reading the employee the Kalkines warning.
 - d. Interview sessions will be for reasonable periods and will allow for such personal necessities and rest periods as are reasonably necessary.
 - e. The Employee under investigation will not be subjected to offensive language or be threatened. No promise or reward will be made as an inducement to answer questions.
 - f. The Parties will be allowed to make a recording of the interview. Upon completion of the interview, the Agency will maintain the original recording until completion of the investigation or disciplinary action has been proposed. In the event that the Union is the originator of the recording, the Agency will return the original recording to the Union. If the Employer is the originator of the recording, the Union may request in writing a copy of the interview.

Sec. 5. No Disclosure: A union representative, while performing his representational duties will not be required to disclose information obtained from a bargaining unit employee who is the subject of an administrative investigation unless the confidentiality of the conversation with that employee is waived by the employee, in writing an overriding need for the information exists, or is otherwise required by law. The Union representative shall not be subject to discipline in connection with his/her representational duty for the employee under administrative investigation.

Sec. 6. Arrest for Unrelated Offense(s): The Employer may implement any of the procedures referred to in SECTION 1 and 2 of this article.

Sec. 7. Signed Complaints:

- a. All citizen/employee/visitor complaints received against an officer involving a violation of agency rules, laws or regulations shall be taken down in writing and signed by the complainant and have a statement included on the complaint consistent with the provisions of 18 U.S.C. § 1001.

Sec. 8. Reasonable Time: Any department complaint and/or investigation involving non-criminal administrative conduct will be completed by the agency within a reasonable period of time.

Sec. 9. Disposition: Notice of the disposition of a complaint to the employee will be defined in one of the following classifications: 1) Sustained or 2) Not sustained.

ARTICLE 26.

Personnel Movements in Reduction-In-Force (RIF) and Rehiring

Sec. 1. The Employer agrees, whenever possible, to take steps to avoid or minimize reduction-in-force by restricting recruitment and promotions, by meeting full-time equivalency ceilings through normal attrition, and by reassignment of surplus employees to positions which are vacant at the same grade level of affected employees and for which affected employees are qualified. The Employer agrees to notify the Union as far in advance as possible of initiating a reduction-in-force affecting bargaining unit employees.

Sec. 2. The Employer agrees to notify the Union of the reasons for a reduction-in-force; affected competitive levels; and the approximate number of employees affected. Upon request, the Employer will provide the Union with a copy of the pertinent retention register used for the reduction-in-force. During any reduction-in-force affecting bargaining unit employees, management will provide the Union with updated status reports.

Sec. 3. Reduction in force actions will be performed in accordance with the applicable regulations of 5 USC §§ 3501-3503, 5 C.F.R. Part 351, and the policy and guidance issued by the Office of Personnel Management.

Sec. 4. The Employer will provide bargaining unit employees affected by reduction-in-force of their rights under existing laws and regulations and of all placement programs available to impacted employees.

Sec. 5. A career bargaining unit employee separated by reduction-in-force shall be given the opportunity to be placed on the DOC's Reemployment Priority List for the Gaithersburg, Maryland commuting area for one year.

Sec. 6. Any bargaining unit employee who is subject to a reduction-in-force who seeks to file a complaint may do so in accordance with the negotiated grievance procedure contained in Article 35, or appeal the RIF to the Merit Systems Protection Board, but not both. An employee may

appeal directly to the MSPB with or without the Union's representation. An appeal must be filed with the appropriate MSPB authority no later than 30 calendar days after the effective date of the reduction-in-force.

ARTICLE 27.
Changes in Job Description and Job Regulations

Sec. 1. Bargaining unit members are covered under the General Schedule (GS) system. OSY management retains no authority to override decisions made by the Office of Personnel Management (OPM) regarding the operating procedures that govern the GS system.

Sec. 2. When an employee alleges inequities in his/her job description, he/she will bring it to the attention of the supervisor before taking further steps outlined in DAO 202-511.

Sec. 3. The Union may at times consult with the Employer or present its views in writing on broad classes of positions, assignments, or grade levels or related matters. When the Union's views are presented in writing, a response in writing will be promptly furnished by the Employer.

Sec. 4. Management retains the right to assign work in accordance with 5 U.S.C. 7106 (a)(2)(B). The union retains its right under 5 U.S.C. 7114 to negotiate over the impact and implementation of such changes to the extent required by Statute absent any clear and unmistakable waiver of this statutory right.

ARTICLE 28.
Training and Career Development

Sec. 1. Both parties recognize that the training and development of employees contributes towards efficient operations. Accordingly, the Employer will, within budgetary and staffing limitations, and to the extent possible, encourage employees to self-develop and provide necessary training to enable employees to perform their assigned work efficiently and effectively.

- a. All police officers (0083 series) covered by the Agreement shall conduct law enforcement training in accordance with the current Delegation of Law Enforcement Authority law enforcement training requirements. All police officers (0083) shall also complete additional federal employee and agency-specific training requirements in accordance with applicable federal law, rules, and regulations.
- b. Failure to complete required training may result in reassignment or removal from federal service.

Sec. 2. Each employee is responsible for applying reasonable effort, time, and initiative to increase potential value through self-development. Both parties encourage employees to take advantage of training and educational opportunities beyond Agency-directed job-related training

that will add to the skills and qualifications needed to increase efficiency, performance of duties, and advancement within their occupation.

Sec. 3. The determination of training needs, choice of subject matter, areas of training, selection of employees for training, and assignment of training priorities is a function of the Employer. Management directed job-related training will be distributed equitably and fairly among qualified employees and efforts will be made to schedule training on traditional workdays; and proved at the Employer's expense however, training may be required and subsequently scheduled before/after shifts or on days off. The Employer will compensate the Employee for time worked outside of his/her scheduled tour of duty for any management-directed training. The completion of an Individual Development Plan will assist in this endeavor.

Sec. 4. Training on New Mission, Responsibilities, Equipment or Procedures

a. When bargaining unit employees are assigned to a position having different duties from those previously performed, and the new duties can reasonably be expected to require on-the-job or other training in order for the employees to perform satisfactorily, the Employer will offer such training. This does not preclude the Agency from assigning work prior to training, as needed.

b. An employee who is assigned to new responsibilities will be given a reasonable, as determined by the Employer, period of time to become familiar with these responsibilities.

Sec. 5. Training Certificates

Employees are responsible for providing certificates of any training course to the employer. If an employee provides a training certificate to the Employer, it will be placed in the employee's local Official Personnel Record. Employees are responsible for updating their résumé to reflect any additional training.

Sec. 6. Posting of Opportunities

The Employer will notify employees of available training opportunities as they become available.

Sec. 7. Employer's Reasonable Effort

The Employer will make a reasonable effort to provide required in-service training each fiscal year for each employee.

Sec. 8. Employee's Reasonable Efforts

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

advancement. To those ends, the employer will give every consideration to approving requests for training.

Sec. 9. Annual Discussion

Upon request, of either the supervisor or the employee, the supervisor and employee will annually discuss the training needs of individual bargaining unit employees, consistent with the needs of the Agency and the developmental aspirations of individual employee.

ARTICLE 29. Safety and Health

Sec. 1. Primary Responsibility

It is recognized that each employee has primary responsibility for his own safety and an obligation to observe safety rules and practices as a measure of protection for the employee and others.

Sec. 2. Safety and health matters will be governed under the provisions of Departmental Administrative Order 209-4, DOC Safety and Health Program and 29 CFR 1960.

Sec. 3. Compensation claims will be processed in accordance with Department of Labor (DOL) and DOC policy as reflected in DAO 209-3, Injury, Illness, Accident/Incident, Fatality and Motor Vehicle Accident Reporting and Investigation.

Sec. 4. The Employer agrees to shall furnish, protective clothing to all police officers (0083 series) working outside in abnormal weather conditions (example: rain, snow, severely cold temperatures). This shall include lined gloves.

Sec. 5. The Employer agrees to furnish safety glasses, including prescription/safety glasses as needed and in accordance with current directives.

Sec. 6. Employees must be medically fit for duty and as such, are required to complete initial and annual medical examinations and submit to periodic fitness for duty evaluations – successful passage of which is a condition of employment.

Sec. 7. Employees must maintain a level of physical fitness in accordance with guiding standards and policies of this agency, demonstrating agility, dexterity, and strength to pursue, apprehend, and detain uncooperative suspects and defend oneself against physical attack.

Sec. 8. Protective Equipment

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

Sec. 9. Employer Determinations

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

Sec. 10. Applicable Regulations

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

ARTICLE 30. Miscellaneous Provisions

Sec. 1. No Strike-No Lockout

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

Sec. 2. Design/Construction Changes

In the design or construction of any new command center, locker rooms, and/or showers, police management will keep bargaining unit employees, including the Union, informed about the project throughout the process. The Union will be allowed to make suggestions and comments about such proposed design or construction changes.

ARTICLE 31. Ancillary Agreements

Sec. 1. Description

The PARTIES accept and understand that in the administration of this AGREEMENT, ancillary agreements shall be periodically necessary in order to affect the efficient operation of the OSY Police Services Group. To that end, OSY PSG Policies, Memorandums of Understanding (MOU's), and Standard Operating Procedures (SOP's) shall be necessary in order for the PARTIES to codify their intent for the benefit all who must comply.

Sec. 2. Procedures

The PARTIES agree that any addition, deletion, change, or modification to living or working conditions shall be in accordance with applicable regulations and this agreement. OSY Police Services Group Policies, MOU's, and SOP's shall be made available and reviewed annually to ensure technical accuracy.

ARTICLE 32.

Disciplinary and Adverse Actions

Sec. 1. Scope

- a. This Article covers disciplinary and adverse actions. The removal of a probationer is an exception to this Article and will be governed by Government-wide regulations.
- b. Covered formal disciplinary actions are written reprimands and suspensions or forfeiture of time of fourteen (14) days or less.
- c. Covered adverse actions are suspensions or forfeiture of time of more than fourteen (14) days, reductions in grade or pay, furloughs and removals as defined in 5 U.S.C. Chapter 75 and 5 U.S.C. Chapter 43.

Sec. 2. Standards

- a. Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action.
- b. Disciplinary and adverse actions must be determined on the merits of each individual case.

Sec. 3. Representation in Replies or Appeals

An employee may represent himself or designate the Union as his representative if he does so in writing. An employee and/or the Union may designate an attorney to represent the individual employee, not at the Employer's expense.

Sec. 4. Development of Facts

a. All facts pertaining to a disciplinary/adverse action will be developed as promptly as possible. Actions under this Article will be promptly initiated after all facts have been made known to the official responsible for taking action.

Sec. 5. Appeal

An employee against whom an action is taken under this Article may appeal that action to any statutory procedure or grievance procedure under this Agreement, but not both. If an employee avails himself/herself of the grievance procedure for any action taken under this article, the grievance automatically will start at Step One (1), as outlined in this CBA in Article 34, Section 8.

Sec. 6. Counseling

Counseling discussions, letters of caution and/or requirements and Reports of Inquiry are methods designed to bring to the attention of the employee a violation or potential violation of rules of conduct, regulations, work practices or other matters; these actions are considered informal in nature and not disciplinary. Such discussions will be conducted in private. The Employer will allow the employee to have a Union and/or legal representative with him/her during counseling events, upon the request of the employee. Any action referenced in this section shall not be recorded on the employee's Official Personnel Folder.

Sec. 7. Letters of Reprimand

Letters of reprimand may be made a part of the employee's Official Personnel Folder and will be removed after one year. However, at the request of either the Employer or the employee, the letter of reprimand may be removed from the Official Personnel Folder at an earlier date provided at least six months have passed since the issuance. When the letter is removed, the offense will not be used as prior discipline to support an enhanced penalty for future disciplinary or adverse action.

Sec. 8. Issuance Date and Acceptance Date

The issuance date for a letter of reprimand or any other adverse action will be the date the document was issued. The acceptance date is the date on which the employee receives any such action.

Sec. 9. Review of Information.

An employee against whom action is proposed under this Article has the right to review all of the information relied upon to support the action and will be given a copy of all information relied upon to support the action upon issuance of proposal notice i.e., written reports, video, audio

and/or other evidence. Upon request, the agency will provide relevant information relating to the action in accordance with § 7114(b)(4). Either the Union, individual employee and/or his/her legal representative can make the request for information referenced in this Article.

Sec. 10. Table of Penalties

Appropriateness of penalties will be determined in accordance with the DOC Table of Penalties, and when applicable by law, the “Douglas factors”.

Sec. 11. Implementation

Except when the Employer is removing the employee subject to the “crime provision” or emergency furlough as provided in 5 C.F.R. §§752.404(d)(1) and (2), the Parties agree that disciplinary actions following a final Agency decision on removals will be affected no earlier than thirty (30) days from receipt of the proposal notice. Suspensions of fifteen (15) days or more may be split up depending on mission needs. This provision does not apply to actions under 5 U.S.C. 7532, indefinite suspensions, reprimands, furloughs, RIFs and changes to lower grades not involving disciplinary reasons.

ARTICLE 33. Last Chance Agreements

Sec. 1. Policy

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

Sec. 2. Bargaining

The Union may bargain the terms and conditions of the last chance agreement on behalf of the employee. This includes, but is not limited to, whether the agreement will only pertain to alleged conduct contained in the Notice of Proposed Removal.

Sec. 3. No Modification

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

ARTICLE 34. Negotiated Grievance Procedure

Sec. 1. Definition

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

- a. The effect or interpretation, or claim of breach of this agreement; or
- b. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment or,
- c. Any disciplinary or adverse action under Article 32 of this agreement

Sec. 2. Purpose

- a. The Employer and the Union recognize that disagreements will arise in a work situation. As a result, employees and supervisors are encouraged to attempt to resolve grievances or other work-related concerns informally and at the lowest level possible. However, any such discussions do not extend deadlines prescribed in the collective bargaining agreement.
- b. The Employer recognizes that employees, groups of employees, the Union or the Employer are entitled to file and seek resolution of grievances under the provisions of this negotiated grievance procedure.
- c. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against an employee or Union representative for exercising the rights contained in this Agreement and this Article.

Sec. 3. Matters that May Be Grieved

- a. A grievance is any complaint by:
 - 1. An employee concerning any matter relating to conditions of employment of the employee; including any disciplinary or adverse action taken by management under Article 32 of this agreement.
 - 2. The Union concerning any matter relating to conditions of the employment of any unit employee; or 3. Any employee, the Union, or Employer concerning:
 - A. The effect or interpretation, or claim of breach of this Agreement;
 - B. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.
- b. This negotiated grievance procedure shall be the exclusive procedure for resolving such complaints except for the following matters, which are specifically excluded from the procedure:
 - 1. Any claimed violation of subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);

2. Suspension or removal for national security reasons (Section 7532, Title 5, U.S.C.);
3. Retirement, Life Insurance, or Health Insurance;
4. Any examination, certification, appointment under 5 U.S.C. 7121(c)(4);
5. An action terminating a temporary promotion;
6. The classification of any position which does not result in the reduction in grade or pay of the employee; and
7. The discharge of probationers.
8. In matters relating to Equal Employment Opportunity; Prohibited Personnel Practices; Whistleblowing; adverse actions; removal or reduction in grade for unacceptable performance; reduction in grade, reduction in pay; or a furlough of thirty (30) days or less, an aggrieved employee or the Union will have the option of utilizing the negotiated grievance procedure or any other procedure available in law or regulation, but not both. An employee or the Union exercises that option when a grievance or appeal within a statutory procedure has been filed within the applicable time limits.

Sec. 4. Representation

Employees are entitled to be assisted by the Union and or legal counsel in the presentation of grievances if the employee designates the Union and/or legal counsel as their representative(s) in writing to the Agency. Any employee or group of employees covered by this procedure may present grievances without the assistance of the exclusive representative. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual representation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Sec. 5. Negotiated Grievance Procedure

A grievance must be initiated within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance. Employee and Union initiated grievances will be identified as such. Any grievance failing to comply with this or any other time limit in this Article will not be presented or considered at a later time except by mutual consent of the Parties.

Sec. 6. Required Information

- a. Employee, Union or Employer initiated grievances will contain, at a minimum, the following information:
 1. The issue or occurrence giving rise to the grievance;

2. When the issue or occurrence giving rise to the grievance occurred;
 3. The provision(s) of this Agreement, law, rule or regulation alleged to have been violated;
 4. Relevant evidence and information;
 5. The relief requested; and
 6. Whether a meeting is requested.
- b. Should the grievance not contain the required information, the grievant shall be notified and given five (5) calendar days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the designated five (5) day period shall void the grievance absent mutual consent by the parties.

Sec. 7. Access to Information

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

Sec. 8. Employee Grievance Procedures

STEP 1.

An employee/representative will first present the grievance in writing to the employee's Chief of Police. The immediate supervisor will review the complaint. The Chief of Police should consult with the Shift Supervisor or equivalent (or designee) or the official with the authority to resolve the issue prior to providing a response to the grievance. The Chief of Police or equivalent (or designee) will provide a written response within fifteen (15) calendar days of the receipt of the grievance.

STEP 2.

If the employee/representative is not satisfied with the decision at Step 1, or the employee/representative does not receive an answer, he may seek further consideration of the grievance by submitting the grievance to the employee's OSY Director of Security for NIST management's designee within fifteen (15) calendar days of the receipt of the answer at Step 1 (or the date the answer was due in cases where no answer was received for Step 1). The management's designee will make an inquiry into the facts and provide a written decision within fifteen (15) calendar days of the receipt of the grievance.

STEP 3.

If the employee/representative is not satisfied with the decision at Step 2, or the employee/representative does not receive an answer, he may seek further consideration of the grievance by submitting the grievance to the OSY Director of CSSD (or designee) within fifteen (15) days of the final decision at Step 2 (or the date the answer was due in cases where no answer was received for Step 2). The OSY Director of CSSD or equivalent (or designee) will make an inquiry into the facts and provide a written decision within fifteen (15) calendar days of the receipt of the grievance.

Sec. 9. Union Grievances

The Union will present grievances to Labor Employee Relations. The Employer will appoint an official to conduct an inquiry into the facts and to provide a written decision within fifteen (15) calendar days of the receipt of the grievance. If the Union is not satisfied with the decision from Labor Employee Relations, the Union may invoke arbitration using the procedures set forth in this agreement.

Sec. 10. Employer Grievances

The Employer will present grievances to the Union Chair (or designee). The Union Chair (or designee) will make an inquiry into the facts and provide a written decision within fifteen (15) calendar days of the receipt of the grievance.

Sec. 11. Invoking Arbitration

If the final decision in Step 3 of an Employee Grievance from Sec. 8, a Union Grievance from Sec. 9, or an Employer Grievance from Sec. 10 is unsatisfactory, the Union or the Employer may invoke arbitration within twenty-one (21) calendar days of receipt of the decision in accordance with this Agreement. If the Union Chair's decision as described in section 10 above is unsatisfactory, the Employer may invoke arbitration within twenty-one (21) calendar days of receipt of the decision in accordance with this Agreement. However, if the Employer or the Union grants the requested remedy in its entirety, the grieving party will not submit the matter to arbitration.

Sec. 12. Failure to Advance a Grievance

At any step where the Employer, Union or employee does not timely advance the grievance to the next step, the grievance will be deemed withdrawn and may not advance to the next step or to arbitration unless the parties mutually consent to an extension of time.

Sec. 13. Extensions

Either party may request in writing extensions of the time limits prescribed above.

ARTICLE 35. Arbitration

Sec. 1. Consistent with 5 U.S.C § 7121, binding arbitration will be added as a final step in the grievance procedure. A request for binding arbitration will be made in writing to the other party within twenty-one (21) calendar days after receipt of the Step 3 final decision.

Article 34, Section 8 for employee grievances; after receipt of the Labor Employee Relations final decision under Article 34, Section 9 for Union grievances; or after receipt of the Union Chair final decision under Article 34, Section 10 for Employer grievances.

Sec. 2. The moving party will, within ten (10) calendar days after invocation of arbitration, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). As soon as practicable after the list is received from FMCS, the parties will meet either in person or via conference call to select an arbitrator by alternatively striking names from the list until one name remains. Which party strikes first will be determined by the day of the date of the FMCS list. If the day is an odd number, the Union strikes first, if the day is an even number, the Agency strikes first. However, the parties may use an otherwise randomized or iterative process that ensures fair opportunity to strike first by mutual agreement.

Sec. 3. The parties will equally share the FMCS costs. The losing party will pay for the arbitrator's costs in full. In the event of a split award, arbitrator's cost will be equally shared. The Employer will provide an official transcript of the proceedings to the Union and the Arbitrator. Costs for transcripts will be split equally by both parties. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday.

Sec. 4. The arbitrator is requested by the parties to render his/her binding decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree.

Sec. 5. After receiving the arbitrator's decision, if the decision is in favor of the Employee or Union the OSY Director for Security (or designee) shall decide whether to: (1) file an exception to the decision with the Federal Labor Relations Authority; or (2) take actions required by the arbitrator's decision. After receiving the arbitrator's decision, if the decision is in favor of the Employer, the Union Chair shall decide whether to file an exception to the decision with the

Federal Labor Relations Authority. If no exception is filed by any party with the Federal Labor Relations Authority during the 30-calendar day period beginning on the date of such award, the award shall be binding and final.

Sec. 6. The arbitrator's decision is limited to interpreting this Agreement or other conditions of work and the arbitrator shall not add to, subtract from, or modify any terms of this Agreement.

ARTICLE 36.

Changes in Conditions of Employment and Collective Bargaining

Sec. 1. Definitions:

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

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

Sec. 2. Changes in Personnel Policies and Practices and Notice to Union

Personnel policies, practices and matters affecting conditions of employment of bargaining unit employees that are not specifically covered by this Agreement, shall not be changed by the Employer until the Union has been provided prior notice of and an opportunity to bargain over the change in accordance with the procedures outlined in this Agreement and as required by the Labor Statute. However, where a compelling need exists to implement a change immediately, the Union will be notified and afforded the opportunity to bargain post implementation in accordance with the Labor Statute and this Agreement.

Sec. 3. Timelines for Notice to the Union

a. Normally, the Employer will notify the Union in writing (which may include email) at least fourteen (14) days prior to the planned date of implementation of a management decision that changes the conditions of employment of bargaining unit employees as explained in Sec 2.

b. If a change is based on the issuance by the Employer of a new, or a change in an existing, written policy and the policy includes references, the Union will be provided the referenced material.

Sec. 4. Requests to Bargain

- a. Upon receipt of notice, the Union must inform the Employer within fourteen (14) days whether it intends to meet to discuss the change. If the Union fails to respond or declines, the agency will implement the change.
- b. If the Union intends to meet to discuss the change, the Parties will schedule a meeting within seven (7) days for a future date. The future date will be within fourteen (14) days. The Union shall provide proposals and concerns prior to the meeting.

Sec. 5. Impasse

- a. If, after a good faith effort, the Parties are unable to reach an agreement on a negotiable proposal, the Parties agree to seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences.
- b. If the Parties cannot resolve the dispute with the assistance of FMCS, they may agree to jointly submit the dispute for resolution in accordance with the regulations of the Federal Service Impasses Panel. The parties agree that the agency may implement all other provisions of the policy that are not in dispute.

Sec. 6. Claim of Non-Negotiability

If the Employer believes that a proposal is non-negotiable, they will provide an informal declaration of such to the Union. The Union may then request from the Employer a formal declaration of non-negotiability from the Agency Head in accordance with Agency policy. After the Union receives a formal declaration of non-negotiability from the Agency Head, the Union will be free to pursue its statutory remedies under the Federal Service Labor-Management Relations Statute and regulations of the Federal Labor Relations Authority.

Sec. 7. Mid Term Bargaining

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

ARTICLE 37. General Provisions

Sec. 1. The Employer will furnish the Union a current listing of all employees in the unit on a monthly basis. Such listings shall include the name, cost center, pay band, and rate of pay.

Sec. 2. Employees in the unit will not be canvassed with regard to any matter subject to negotiations or consultations unless such employees have been duly authorized by the Union to act as spokesman in regard to such discussion. This does not preclude Management from having

conversations with employees on general operational matters concerning safety and security issues of the Gaithersburg campus or providing timely performance feedback.

Sec. 3. Unit employees will be kept informed at all times as to the name of their immediate supervisor. In this regard, it is recognized the above immediate supervisor has technical, administrative and evaluation responsibilities over employees assigned to him/her. Employees may be temporarily assigned to another shift and/or supervisor. However, the immediate first line supervisor retains responsibility for evaluation with input from other temporary assigned supervisors.

ARTICLE 38. Pay and Incentive Awards

Sec. 1. Incentive Awards will be administered in accordance with PSG Police Directives and Department of Commerce Policies.

Sec. 2. Management may award Time Off Incentive Awards for officers that are recognized for superior work or acts of heroism and courage.

ARTICLE 39. Equipment

Sec. 1. Agency Maintenance

The Agency will provide and maintain (provide alterations and cleaning) for all issued uniform clothing. In the event the Agency elects to provide an allowance in lieu of initial or replacement items, the Agency will meet its bargaining obligation as provided by law.

Sec. 2. FOP Pin

All bargaining unit members will have the right to wear a standard lapel-size pin showing their membership in the FOP on all uniforms in a location specified by the uniform policy.

Sec. 3. Soft Body Armor

a. All bulletproof vests and body armor shall be a minimum of Level III and will not be utilized by the Agency in excess of the manufacturer's recommended life. All bargaining unit members will be fitted individually for their body armor.

b. The agency agrees that all bargaining unit employees will receive appropriate training to learn about the proper maintenance, inspection, storage, and cleaning of soft body armor in accordance with the manufacturer's instructions.

ARTICLE 40.
Performance Evaluation

Sec. 1. The General Schedule (GS) procedures for performance appraisals constitute the performance appraisal procedures for bargaining unit employees.

Sec. 2. Both parties recognize that Public Law 95-454 contains the legal requirement that agencies within the Federal Government establish and use a performance rating system applicable to all employees.

Sec. 3. All performance standards must be fair and job-related. The Employer agrees to allow an employee participation, and at its request the Union's participation, in the discussion of critical performance elements and performance standards. Management has the final say in the selection of such elements and standards.

Sec. 4. In accordance with the GS procedures the performance management process will be adhered to. The employee is expected to provide written accomplishments documenting their individual achievements in preparation for the midyear evaluation and summary evaluation period in a timely manner. The employee will also be allowed to comment on any aspect of the appraisal of performance and such comment shall accompany such appraisal. Management has the right to conduct progress reviews in addition to required reviews. Such reviews may consist of informal performance discussions that take place between the supervisor and the employee. These discussions should be frequent enough to assure mutual understanding of changing job requirements and any problem the employee is encountering in performing the work.

Sec. 5. If the performance of an employee fails to meet the criteria for fully successful or above, appropriate action will be taken as set forth in accordance with 5 CFR §432.

ARTICLE 41.
Effective Date and Duration of Agreement

Sec. 1. Execution and Implementation

a. This Agreement shall be considered executed on the date it is signed by the Chief Negotiators. This agreement shall be subject to Agency Head approval in accordance with 5 U.S.C. § 7114(c).

b. In accordance with 5 U.S.C. § 7114(c)(3), if the Agency does not complete review of the Agreement within the thirty (30) day statutory period after it has been signed by the Chief Negotiators, the entire agreement will become effective subject to the provisions of applicable law, rule, and regulations.

Sec. 2. Duration and Changes

a. This Agreement shall remain in full force and effect for a period of three (3) years from the date of implementation.

b. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods, subject to approval by the Department of Commerce, unless either Party gives written notice to the other of its intent to renegotiate this Agreement. The written notice must be provided at least sixty (60) calendar days but not earlier than seventy (70) calendar days prior to the next anniversary date of implementation. Within thirty (30) days after notification, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating a new Agreement.

c. When either Party requests to renegotiate the Agreement, the provisions of this Agreement shall remain in full force and effect until a new Agreement becomes effective, except for those provisions that are contrary to any law, rule, or government-wide regulation.

Sec. 3. Changes to the Agreement

a. During the term of this agreement, no agreement, understanding, waiver, or modification of any terms or conditions contained herein shall be binding upon the Parties hereto unless such agreement is made and executed in writing by duly authorized representatives of the Parties and approved by Agency Head review in accordance with this Article.

b. Any article in this Agreement may be reopened by mutual consent.

c. If during the duration of this agreement, a law is issued or a decision of a court of competent jurisdiction invalidates or requires amendment to any portion of this agreement, the Parties agree to meet within a reasonable time to negotiate the substance and/or impact and implementation of the mandated change.

Sec. 4. Termination

This Agreement shall terminate whenever it is determined by the Federal Labor Relations Authority that the Union is no longer entitled to exclusive recognition under the Statute

ARTICLE 42. Publication of This Agreement

Sec. 1. Within sixty days following the Employers receipt of a copy of the approving authority's notice to the Union that all provisions of the Agreement are in compliance with law, rules or regulation, the Employer shall print this Agreement and distribute copies as follows:

- a. The Employer will provide 5 copies of this Agreement to the Union for its use and;
- b. Furnish to every manager, supervisor and bargaining unit employee and make available to new employees as they come on board, one copy of the negotiated agreement Labor Agreement.

Sec. 2. Within thirty days of the date copies of the Agreement have been provided for distribution the Union shall provide the Employer a statement of service of the agreement to all bargaining unit members.

Sec. 3. If the approving authority does not approve or disapprove the Agreement within the thirty-day period required by 5 USC 7114(c)(2) and (3), the Employer shall print and distribute the Agreement within sixty days after the Employer officially determines the approving authority failed to meet the time limit.

Sec. 4. For historical purposes, the Employer and the Union shall sign four copies of the agreement: the original and one copy for the Employer, and two copies for the Union.

Sec. 5. Any amendments and supplements hereto shall be published and distributed in the manner herein described for the basic agreement.

ARTICLE 43. Time Limits

Time limits established in any Article in this Agreement may be extended by mutual agreement of the Employer and the Union.

We, DOC Management and Fraternal Order of Police, agree that negotiations for a new contract have been concluded. Once the agreement has been approved by the head of agency, or absent disapproval by the head of the agency within 30 days of execution, the agreement shall become effective.

In witness whereof the parties hereto by their authorized representatives have excused this Agreement on this DATE.

OSY/FOP – Collective Bargaining Agreement (CBA)

For the DEPARTMENT OF COMMERCE, OFFICE OF THE SECRETARY, OFFICE OF THE
CHIEF FINANCIAL OFFICER/ASSISTANT SECRETARY FOR ADMINISTRATION,
OFFICE OF SECURITY:

ERIC PEREZ, CHIEF
OSY CHIEF OF POLICE at NIST

Date

For the FRATERNAL ORDER OF POLICE/ OSY NIST LABOR COMMITTEE

ROBERT PRENTICE
 CHAIRPERSON

Date _____

JOHN JURASKO
VICE CHAIRPERSON

Date

GARY ALBRIGHT
TREASURER/SECRETARY