



National Institutes
of Health

Negotiated Agreement

Between

The National Institutes of Health (NIH)

And

The Fraternal Order of Police (FOP)

NIH Police Labor Committee



The Effective Date of this Agreement is:

[March 30, 2020]



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ARTICLE 1. PARTY AND PURPOSES OF THE CONTRACT

Section 1. Parties

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

Section 2. Intent and Purpose

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

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

Section 3. Recognition and Scope

The National Institutes of Health recognizes that the Fraternal Order of Police - National Institutes of Health Police Labor Committee is the exclusive representative of all employees in the Bargaining Unit. In accordance with applicable Federal law, the Union recognizes the responsibility of representing the interests of all officers in the Bargaining Unit without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, procedures, and matters affecting their general working conditions. This contract applies to all Bargaining Unit Members of the National Institutes of Health Division of Police (DP).

Section 4. Unit Determination

The Bargaining Unit includes all non-supervisory National Institutes of Health Police officers.



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Excluded from the Unit are the following: all employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, Management officials, and supervisors as defined in the statute.

Section 5. Definitions

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

- A. Confer: Oral or written discussion between Agency and Union representatives for the purpose of exchanging views or information concerning the formulation or adjustment of personnel policies and practices affecting the general working conditions of officers in the union.
- B. Impasse: The inability of the Agency and Union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.
- C. Negotiation: Bargaining of Agency and Union representatives on appropriate issues relating to employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable agreement.
- D. Worksites: Consist of an officer(s) assigned or detailed to any location. Current worksites include the Bethesda Campus, the Stone Street facility, Fort Detrick, Rocky Mountain Lab Field Office (hereinafter referred to as "RML") and all future DP worksites designated by Management. Management agrees to allow the Union Chairman or his designee to visit a NIH Police worksite so that they may check on the safety and working conditions at each worksite. The destination and return trip must be within a distance to be accomplished in the same day by vehicle and requested and approved in advance by Management. If the worksite is outside of this distance and more than three union members are assigned to that location, management will agree to allow the use of Union Official Time, not to exceed 40 hours unless approved by Management, to visit that site. Management will not be responsible for any cost incurred from the visit.
- E. Deployment: Station one or more officers to a temporary duty station as designated by management due to national emergencies, natural disasters, or other events designated by management.
- F. Consultation: Exchanging ideas, concepts, and views between Management and the Union either verbally or in writing
- G. Days: Days mean calendar days
- H. Probationary Employee: Upon initial appointment to a competitive position in the Federal Civilian service, employees are required to serve a one (1) year probationary period. For the purposes of this contract, probationary employees are exempt from coverage.
- I. Cadet: Is a GS-4 non-sworn Police Officer in training status and is exempt from bargaining unit coverage.



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- J. Seniority: For the purposes of this contract, the following factors (in order) will determine each officers' seniority standing;
- a. Rank - When officers are of equal rank, seniority within that rank will be determined by their exclusive date of hire to the NIH DP. A permanent separation in service from the DP will reset their standing for seniority purposes.
 - b. Time in Unit (this factor only applies to officers assigned to a specialty unit; any temporary reassignment will not affect your standing)
 - c. Federal Service Computation Date on SF-50; or,
 - d. Officer with the lowest assigned NIH DP Identification number

The Union is responsible for maintaining a current seniority roster. The Agency will provide the necessary information to compile this roster. Once the Union has provided the roster, the Agency will post the roster on the "P" drive within 45 days.

- K. Emergency: A sudden, urgent, usually unexpected occurrence or occasion requiring immediate action.

When the Chief, and/or his designee, determines an event to be an emergency, the Chief will make a reasonable effort to implement qualified staffing within 48 hours, in accordance with Article 9 Tour of Duty. If the situation is not stabilized within 48 hours or other circumstances prevent implementation of qualified staffing, the Chief will notify the Union Chairman of the circumstances or reasons it cannot be implemented at that time.



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ARTICLE 2. PROVISIONS OF LAW AND REGULATIONS

Section 1. Conflicts with Law, etc.

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

Section 2. Effect of Conflict with Law

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



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ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE AGENCY

Section 1. Rights of Management

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

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



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ARTICLE 4 - RIGHTS AND OBLIGATIONS OF OFFICERS AND THE UNION

Section 1. Contract Duration and Termination

- A. The Agency and the Union agree that for the full term of the Agreement (as set forth in Section 2 and, as may be applicable, in Section 3 of this Article) the provisions of this Agreement shall remain in full force and effect and unchanged except as mutually agreed, or as may be required by applicable law.
- B. This Agreement supersedes and replaces any and all previous agreements, understandings (whether written or oral) and supplements between the Parties made under the auspice of a previous collective bargaining agreement (CBA) to include midterm bargaining, memoranda of understanding/agreement based on such bargaining, etc.
- C. All other items previously administered under the June 1, 2011 Agreement will be administered in accordance with the applicable laws, Executive Orders, agency policies, and the Code of Federal Regulations (CFR), negating the need for bargaining under 5 USC 7106(a) and 7106(b), if there are future changes in conditions of employment of the bargaining unit related to these items during the term of the Agreement.
- D. All past practices which concern mandatory subjects of bargaining are considered superseded with implementation of this Agreement.
- E. Provisions of this Agreement that are or become inconsistent with the law, government wide rule, executive order/memoranda, regulation, etc., will be severed and compliance with the law, rule, order, or regulation will take effect upon notification to the Union.
- F. Any existing past practices, oral understanding, or provisions of written memoranda of understanding (MOU) or agreement (MOA) existing at the time this Agreement comes into effect, not otherwise identified and merged into this Agreement, or inconsistent with this Agreement, law, or government wide rule, executive order/memoranda, or regulation, are superseded by this Agreement.
- G. Where such MOUs/MOAs have a specific term or duration extending beyond the effective expiration date of this Agreement, and where such MOUs/MOAs are not inconsistent with this Agreement, or inconsistent with law, government wide rule, executive order/memoranda, or regulation, they shall continue in effect until the MOU/MOA expiration date.
- H. If no term or duration is specified in the MOU/MOA, the MOU/MOA expires upon completion of the event or no later than 12 months after the MOU/MOA was executed.
- I. MOUs/MOAs negotiated under the terms of this Agreement shall be considered



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- J. to be part of this Agreement and shall have duration concurrent with the Agreement, unless otherwise specified in the MOU/MOA.
- K. Agreements negotiated under the terms of this Agreement must undergo Agency Head Review (AHR) requirements of 5 U.S.C. 7114(c).
- L. MOUs/MOAs must be provided to the AHR authority within one (1) calendar days of signature, otherwise the AHR review timeframe will commence once a signed copy is received by the AHR authority.

Section 2. Term of Agreement

The effective date and the anniversary date of this Contract shall be the date of approval by the Agency Head. This Contract will expire on the fourth (4th) year anniversary date. It shall be automatically renewed for successive periods of one (1) year, unless either party gives written notice to the other of its desire to renegotiate the Contract. The written notice must be given at least 30 days prior to the expiration of the anniversary date. The other party promptly upon receipt must acknowledge the notice. Upon notice being given of intent to renegotiate, the Contract and amendments shall remain in effect until a new Contract is reached.

Section 3. Agreement Renewal

- A. This Agreement shall be automatically renewed from year to year thereafter unless one Party gives the other written notice of its intention to renegotiate this Agreement at least 30 days prior to its expiration date. If notice to renegotiate is given, the Agreement shall be extended for one (1) year or until a new agreement becomes effective, whichever is earlier.
- B. Before the Agreement is extended, it must be reviewed by the Agency to ensure it conforms to the law, Government-wide rules, executive order/memoranda, or regulations.

Section 4. Union Rights in General

- A. The Union is the exclusive representative of the officers in the bargaining unit and is entitled to act for, and to negotiate collective bargaining agreements covering, all officers in the unit.
- B. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership
- C. In accordance with 5 USC 7114(a)(2)(A) and (B), the Union will be given the opportunity to be represented at:



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1. Any formal discussion between one or more representatives of the Agency and one or more bargaining unit officers concerning any grievance or any personnel policies or practices or other general conditions of employment; or
2. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
 - a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - b. The employee requests representation.

Section 5. Formal Meetings & Discussions

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

Section 6. Formal Questioning

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

Section 7. Official Time

- A. Official time in the Agency shall be administered in accordance with 5 U.S.C.71, the Federal Service Labor-Management Relations Statute (the Statute) as amended and this Agreement.
- B. The purpose of official time is to provide Bargaining Unit Employees time in which to perform Union representational activities during normal working hours, without loss of pay or charge to annual leave.
- C. The Union shall be permitted to request official time in accordance with 5 U.S.C. 7131(d) and applicable law.
- D. As an alternative to official time, employees may request time to be recorded as Leave Without Pay (LWOP) or annual leave to perform the duties below, in accordance with this article.



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- E. Any employee representing an exclusive representative, or
- F. In connection with any other matter covered by FSLMRS, any employee in an appropriate unit represented by an exclusive representative.

Section 8. Conventions, Conferences, and Trainings

The Union Chairman, Vice-Chairman, Secretary, Treasurer and Trustee may, upon request and approval of the Chief of Police (COP), attend National FOP annual conferences on non-duty time.

Section 9. Reporting Official Time

- A. Each Union representative shall timely submit to his/her supervisor a biweekly written report (email will suffice) of the amount of official time that he/she has spent on Union activities covered by this Article by submitting approved copies of the official time forms within two (2) calendar days of the end of the pay period. The submission will be provided to the Employee and Labor Relations branch or designee.
- B. Union representatives will use the following categories in completing their time and attendance report:
 - 1. Term Negotiations (LRT): This category is for reporting official time hours used by union representatives to negotiate a basic collective bargaining agreement or its successor, as provided in 5 U.S.C. 7131.
 - 2. Bank Hours: This category is for reporting official time hours used by union representatives to attend formal and Weingarten meetings.

Section 10. Requesting Official Time

- A. Union representatives will be permitted to leave their assigned work area on official time, as appropriate, as authorized under and subject to this Agreement, including the limitations on pay and official time, after:
 - 1. Providing written or verbal notification to their immediate supervisor or appropriate Management Official;
 - 2. Providing a good faith estimate of the amount of time for which release is requested;
 - 3. Indicating the destination, if any;
 - 4. Specifying the appropriate representational category.
- B. If there is more than one (1) Union representative reporting to the same supervisor, the parties agree to work closely and constructively to reduce the impact of multiple representatives on performance of the work of the unit. Management may initiate a



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reassignment if management determines that the impact on the work unit is not satisfactorily resolved.

- C. A Union representative shall, to the extent possible, schedule his/her absences so as not to compromise important work assignments, impede work, or interfere with the effective, efficient, and timely accomplishment of the Agency's mission. The supervisor shall, to the extent possible, schedule assignments, and inform Union representatives of assignments, in advance in order to reduce the likelihood of conflicting demands. The time spent in carrying out the representational duties described in this Article may require some adjustment of a representative's workload if, in the judgment of the Agency, an adjustment is necessary and practicable.
- D. Supervisors and Union representatives are encouraged to meet, periodically, to forecast official time use and to assess potential impact of official time on office workload.
- E. Union representatives will be permitted to leave their assigned work area on official time as authorized under this agreement only after reporting to their immediate supervisor or appropriate management official and identifying the purpose of their activity. The representative will be released unless a union representative's presence is necessary to meet customer service, the work of the office requirements, or the effective, efficient, and timely accomplishment of the office's mission. If the representative cannot be released at the time of the request and the amount of time the parties agree to, is reasonable, the representative and the supervisor will arrive at a mutually agreeable time for departure. The Union representative will be given a brief amount of time to inform any bargaining unit employees involved in the delay.
- F. If management is unable to approve a request for official time, management will, within on workday, identify an alternate time for use of the requested official time.
- G. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both will contact their supervisors telephonically or by e-mail to notify them of the need to extend the anticipated return time and the amount of additional time needed. The supervisor (of the employee and union representative) will determine if the time can be extended for each individual or if rescheduling is necessary due to work requirements.
- H. When the Union representative needs to leave the work site and his or her supervisor is temporarily absent from the site, the representative will request release from another supervisor or manager in the chain of command prior to leaving the work site.

Section 11. Internal Union Business

Union representatives and bargaining unit employees shall not perform any activity relating to internal Union business on official time, including the solicitation of membership, elections of



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labor organization officials, and collection of dues. These activities must only be performed while in a non-duty status, i.e., leave without pay (LWOP) or annual leave.

Section 12. Labor Relations Representations

In accordance with 5 U.S.C. Section 7131 of the FSLMRS:

(a) Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement under this chapter shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the agency for such purposes.

(b) Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a nonduty status.

(c) Except as provided in subsection (a) of this section, the Authority shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose during the time the employee otherwise would be in a duty status.

(d) Except as provided in the preceding subsections of this section--

(1) any employee representing an exclusive representative, or

(2) in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative,

shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

Section 13. Requests for Change in Duty for Union Meetings

Union Officials or Bargaining Unit employee(s) may request a change in their scheduled tour of duty in order to participate in Union meetings. Such requests will be made in advance to the Shift Commander and may be approved subject to staffing levels and mission. Attendance to Union meetings is considered internal union business and will not be paid time, therefore employees who wish to attend during their tour of duty will be required to submit LWOP or Annual Leave (AL) to attend such meetings.

Section 14. Union Access to Agency Services

The parties agree that the Union will not have a dedicated office space. However, the parties also agree that the Union may utilize conference rooms and/or the CVIF K-9 office to carry out



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representational duties, as needed. A union officer or steward may submit requests for the use of such space to the appropriate management official for review.

Section 15. Bulletin Board

Where available, the Agency agree to provide the Union physical space for one board for official union materials within the Division of Police. Union publications will only be posted on the bulletin boards which have been designated for Union notices and literature within the Division of Police.

- A. The Union is responsible for the content of all Union materials posted or distributed.
 - 1. Union posting will be maintained in an orderly condition.
 - 2. Posted material shall be pertinent to the conduct of workplace business and not related to partisan political matters.
 - 3. Posted and distributed Union materials shall not malign or negatively refer to specific managers or individuals, other labor organizations, the employing agency, or other government agencies.
 - 4. The Union is responsible for purchasing, maintaining and cleanliness of the bulletin board.

Section 16. Dues Withholding

A. Purpose

In conformance with applicable laws and policies of the DHHS and the NIH, the Agency will withhold Union membership dues of officers who are members of the Union and who voluntarily make such allotment of their pay for this purpose. Withholding shall include the regular periodic amounts required to maintain the officer as a member in good standing but shall not include initiation fees.

B. Allotments

An employee may authorize an allotment of only those dues which are the regular and periodic dues required by the Union for that employee. Initiation fees, special assessments, back dues, fines, and similar items are not considered dues and shall not be deducted.

- 1. To make a voluntary allotment for the payment of Union dues, an employee must:
 - a. Be an employee in the unit covered by this Agreement;
 - b. Be a member in good standing of the Union;
 - c. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues;
 - d. Have no other current allotment for the payment of dues to a labor organization; and,



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- e. Officers who wish to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a signed SF-1187 ("Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues") to the Union Chairman.
2. To finalize the allotment authorization form, the Chairman will certify that the officer is a member in good standing in the Union. He/she in turn will submit the forms to the Employee and Labor Relations Branch.
3. Authorization form: Allotments for Union dues shall be authorized on an SF 1187, which shall be obtained by the Union for officers. Officers who wish to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a signed SF-1187 to the Chairman, who will certify that the officer is a member in good standing in the Union. He/she in turn will submit forms to the Branch of Employee and Labor Relations. Deductions will begin as expeditiously as possible from the receipt of the original form in the office of Employee Relations.

Section 17. Dues Withholding and Dues Deductions

- A. The Agency shall withhold dues on a biweekly basis, conforming to the regular pay period. Upon receipt of a properly completed SF-1187, the Agency will initiate processing within ten (10) workdays. The Agency shall thereupon begin to deduct dues as of the next complete biweekly pay period after processing is complete.
- B. The Agency shall deduct dues only for those pay periods where the employee's net salary, after other legal and required deductions, is sufficient to cover the amount of the authorized allotment for dues.
- C. If a Union votes to increase/decrease dues, the Union Chairman will submit an SF-1187 for all affected members reflecting the increase/decrease, to ensure proper recording. The Agency shall thereupon begin to deduct dues as of the next complete biweekly pay period. In this increase/decrease dues scenario, the original SF-1187 anniversary date will be the one utilized to establish proper revocation dates.

Section 18. Union Responsibility

It is the responsibility of the Union to:

- A. Provide SF-1187;
- B. Certify on the SF-1187 the amount of dues to be withheld each biweekly pay period;
- C. Certify to the Employee and Labor Relations Branch Chief when there is a change in the amount of the Union dues (changes can be made only once every twelve (12) months and are not implemented until the first complete pay period after 30 calendar days from receipt);



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- D. Promptly notify the EDO when an employee with an allotment ceases to be a member in good standing with the Union;
- E. Ensure its members understand the conditions, procedures, and time limits which they must meet in order to voluntarily renew allotments, to include providing the employee with their deduction anniversary date;
- F. Promptly refund an erroneous remittance to the Agency; and timely notify the EDO when any changes occur; and,
- G. The FOP Chairman, or designee, shall make the necessary certifications required by this Section for the Union.

Section 19. Agency Responsibility

It is the responsibility of the Agency to:

- A. Ensure payment of net dues in accordance with established accounts;
- B. Promptly send to the Union the balance due if it erroneously underpays a payment of net dues;
- C. Process the SF-1187 as soon as practicable after each pay period for which deductions were elected.

Section 20. Termination of Dues

- A. If exclusive recognition should cease to exist for the covered unit, all allotments shall be terminated. In addition, the Agency shall terminate an individual employee's allotment when:
 - 1. The employee ceases to be a member in good standing of the Union;
 - 2. The employee is reassigned, transferred, or otherwise excluded from the bargaining unit; or
 - 3. The employee is separated from the Department.
- B. An officer may revoke his/her allotment for Union dues by submitting to the Employee and Labor Relations Branch Building 31, B3C07, a copy of a completed and signed SF-1188.
- C. During times when an Officer is suspended, dues withholding will be automatically terminated.
- D. The employee is responsible to notify Employee Relations if suspended, reassigned, noted to a position which will no longer be covered under the bargaining unit.
- E. Terminations as required by (C) shall be effective as of the date of separation. However, when separation occurs during a pay period, the Agency shall withhold the allotment from the employee's salary for that pay period.



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- F. Termination of allotments as required in (A), (B) and (D) shall be effective on the first full pay period following receipt and necessary processing of the appropriate notice by the Employee and Labor Relations Branch. Termination of Dues will be automatic when an officer is suspended or is assigned to a position outside of the bargaining unit. The employee is responsible to notify Employee Relations if they are promoted to a position outside of the bargaining unit.
- G. Withholding shall include the regular periodic amounts required to maintain the officer as a member in good standing but shall not include initiation fees.

Section 21. Union Recordings

Regardless of jurisdictional laws, absent written consent from all Parties (with the exception of court reporting transcripts in the conduct of official business), the recording (audio, visual, or any other form) while conducting Union business in the capacity of an exclusive representative (on or off premises) is prohibited.

Section 22. Union Official Designations

- A. The FOP Chairman will provide the Employee and Labor Relations Branch Chief, or designee, written notification of the name, union position, designated representational time (official time), duty station, telephone number, organizational unit, and immediate supervisor of each Union representative within ten (10) workdays of the effective date of this Agreement so that appropriate discussions can be held with these supervisors and managers.
- B. The FOP Chairman shall provide the Employee and Labor Relations Branch Chief, or designee, the same information in writing of any change in the list of Union representatives no later than ten (10) workdays before the effective date of the change. Temporary changes, e.g., to cover another representative's absence, The FOP Chairman will indicate the duration of any temporary appointments at the time of notice.



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ARTICLE 5. MID - TERM BARGAINING

Section 1. Purpose

This Article governs the mid-term bargaining relationship of the Parties over matters which are not covered by this Agreement. The Parties agree that the purpose of this Article is to establish a complete and orderly process to improve efficiency and expedite mid-term negotiations in the interest of the Department, its employees and its stakeholders.

Section 2. Mid-term Negotiating

- A. During the (4) four-year life of this Agreement, the Union or Agency may submit for mid-term negotiations:
 - 1. After (2) two years from the effective date of this Agreement. No more than (4) four new proposals not expressly covered by this Agreement may be submitted by either party.
- B. When either party receives a written proposal, a meeting, if necessary, will be scheduled within (10) ten days to review the Union's proposal.
- C. Written counter proposals may be submitted with (30) thirty days after the proposal.
- D. The Parties will meet at mutually agreeable times and places to conduct negotiations. If the Parties cannot reach agreement, applicable procedures will apply.

Section 3. Coverage of Bargaining

- A. The Union and the Employer agree to be bound by the terms of this Agreement without regard to geographical location or operating division or staff division. Meaning, the exclusive representative, FOP, is responsible for mid-term negotiations on behalf of all FOP bargaining unit employees (BUEs) located throughout the Department, without regard to the BUEs' geographical location or operating division or staff division.
- B. The union will timely designate a spokesperson of its choosing from its list of officers, stewards and representatives, for negotiations and will immediately provide the spokesperson's contact information to the Department.
- C. The Parties agree, as expressed in Article 4 (Contract Duration and Termination), that the terms of this Agreement shall remain unchanged during its entire term except as provided by Section 2 of this article and Article 2, or as may be required by law.
- D. Mid-term agreements negotiated under the terms of this Agreement, must undergo Agency Head Review (AHR) requirements of 5 U.S.C. 7114(c).



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Section 4. Notification of Changes

- A. The Agency will consider the Union's input prior to implementing the changes(s) that are more than de minimis in working conditions. This will completely satisfy the Union's right to bargain over any substantive matter(s) and the Union's bargaining rights under 5 U.S.C. 7106(b)(2) and (3) concerning procedures and appropriate arrangements for employees adversely affected by the exercise of a management right during the term of this Agreement.
- B. The Parties recognize that operational need, or other situations (i.e., exigencies) permitted by law, may mandate that a change be implemented before bargaining concerning the matter is concluded where an obligation to notify the Union and bargain upon request, exists. Where basic management rights are involved, and an operational need or other situation permitted by law requires the Agency to act without undue delay, the Agency may implement the proposed change and any required impact negotiations will occur or continue on a post-implementation basis.
- C. The Parties agree that no other mid-term bargaining rights exist.



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ARTICLE 6. GRIEVANCE PROCEDURE

Section 1. Purpose

It is the purpose of this Article to provide officers, the Union and Management with the procedure for processing grievances. A grievance is any complaint raised within 14 calendar days of the alleged incident:

- A. By any officer concerning any matter relating to the employment of that officer.
- B. By the Union concerning any matter relating to the employment on behalf of any officer(s).
- C. An Institutional Grievance is a grievance that does not seek personal relief for a particular employee or group of employees, but concerns the Union's, Agency's or Employees' bargaining unit and/or institutional wide rights.
- D. By any officer, the Union, or the Agency concerning:
 - 1. The effect of interpretation and/or the impact and implementation of any law, rule or regulation, and or a claim of breach, of this collective bargaining agreement,
 - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- E. The term grievant in this Article refers to the aggrieved Party, which is the bargaining unit employee, the Union, or the Agency.
- F. Grievances should be filed using the designated grievance form to the appropriate management official and the Employee and Labor Relations office located at Building 31, B3C07. (Appendix A)
- G. The Union agrees to provide the Agency with every opportunity to resolve complaints, grievances, and/or reports of officer dissatisfaction before such matters are referred or presented to outside authorities.

Section 2. Matters Covered and Not Covered

The following matters are excluded from the grievance procedure by statute:

- A. Any claimed violation relating to prohibited political activities.
- B. Complaints concerning retirement, life insurance, or health insurance.
- C. A suspension or removal under 5 U.S.C. 7532 for national security reasons.
- D. Any examination, certification, or appointment.
- E. The classification of any position that does not result in the reduction in grade or pay of an employee.

The follow matters are excluded from the grievance procedures by this agreement:

- A. Written notice of proposed action



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- B. Performance Progress Reviews
- C. Opportunity to Demonstrate Acceptable Performance or Performance Improvement Plan
- D. Non-Selection for promotion from a group of properly ranked and certified candidates
- E. Removal of a probationary employee during his or her probationary period
- F. Non-adoption of a suggestion, disapproval or an honorary or discretionary award not directly related to job performance
- G. The content of published OPM/DHHS/NIH/DP policy, except where it conflicts with this agreement, law, or government-wide regulations
- H. Adverse personnel action (as enumerated in Section 7512 of Chapter 75 of Title 5, United States Code) taken against probationary, temporary, or excepted service employees
- I. Adjudication of claims the jurisdiction over which is reserved by Statute and/or regulation to another Department, such as, but not limited to, Department of Labor determinations on workers compensation
- J. Actions taken by the Agency required by lawful court orders (i.e., garnishment for wages for indebtedness or child support)
- K. RIF actions are excluded from the negotiated grievance process
- L. Decisions regarding performance awards, on the spot awards or any other types of awards
- M. Decisions regarding incentive and retention pay
- N. Disputes related to grants of authority under the management rights section 7106 of the FSLMRS
- O. The substance of performance standards and elements/measures, and/or the determination as to whether an element/measure is critical or non-critical. However, if such substance is alleged to have been created for discriminatory reasons prohibited by statute, that issue may be grieved pursuant to this Article
- P. Ratings on individual performance elements and performance measures. However, ratings on individual performance elements and/or performance measures are subject to review through the grievance procedure when an employee grieves a final rating of record
- Q. Progress reviews and counseling sessions except as grieved pursuant to a final action or as a separate violation of a provision of this Agreement
- R. Disputes regarding a failure of the Agency to notify employees of the right to furnish notices to unions
- S. Disputes regarding leave and any Agency required notices associated with leave including but not limited to Annual leave, Sick Leave and Leave without pay (LWOP)
- T. Disputes regarding the Agency's failure to excuse tardiness
- U. Disputes regarding overpayment actions



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- V. Disputes regarding the termination of temporary or term employees including but not limited to the failure to provide two weeks advance notice
- W. Disputes regarding converting a full-time employee to a part time employee
- X. Disputes regarding training opportunities for employees
- Y. Disputes regarding travel, including but not limited to the reimbursement for travel related expenses
- Z. Disputes regarding the Agency's decision on security issues and failure to provide the union notice
- AA. Disputes regarding new employee orientation
- BB. Disputes regarding public transportation subsidies
- CC. Decision by the Agency concerning the agency mission, budget, or organization and internal security practices of the agency, the numbers of employees and the personnel by which Agency operations are to be conducted, the numbers, types, grades of employees or positions assigned to any organization, subdivision, work project or tour of duty, or the technology, method and means of performing work, and the contracting out of work.

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

- A. Matters covered under this contract
- B. Interpretation of this contract

Section 3. Remedy Venue

This choice of remedy venue shall not exist for issues excluded from this negotiated grievance procedure under Section 2 of this Article as they are excluded from the negotiated grievance process altogether. Pursuant to 5 U.S.C. 7121(d), an employee shall be deemed to have exercised his or her option under either a statutory procedure or a negotiated procedure at such time the employee or Union timely initiates an action under the applicable statutory procedure or timely files a negotiated grievance in writing according to this Article, whichever occurs first. Similarly, an employee affected by a prohibited personnel practice under 5 U.S.C.2302 (b) (l) of the Civil Service Reform Act, which lists types of discriminatory personnel practices, may raise the matter under a statutory procedure or the negotiated procedure, but not both. This choice of remedy venue shall not exist for issues excluded from this negotiated grievance procedure under Section 2 of this Article as they are excluded from the negotiated grievance process altogether.



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Section 4. Initiating Grievances

Negotiated grievances may be initiated by bargaining unit employee(s) covered by this Agreement, the Union, by the Union on behalf of a bargaining unit employee(s), or by the Agency. Representation of bargaining unit employees shall be the sole and exclusive province of the Union. Except as provided by law this is the exclusive procedure available to bargaining unit employees, the Union, or the Agency, for the resolution of negotiated grievances within this Agreement's scope.

- A. Level of Recognition: All grievances, including Union and Agency grievances, will be filed at the lowest level of recognition by the Union Chairman or designee or the Employee and Labor Relations Branch Chief, office located at B3C07.
- B. Union Representation: When electing to be represented, a bargaining unit employee may only be represented in the negotiated grievance procedure by the exclusive representative who has been properly designated as a FOP Representative under this section, unless the employee chooses to self-represent. This representative must be designated by the FOP Chairman or designee and must be identified on the grievance form located in the Appendix to this Article.

Section 5. Grievance Form/Delivery

Any grievance filed shall be submitted on the form attached as Appendix A to this Agreement. Grievant(s) shall complete all appropriate sections of the form; otherwise the grievance form may be returned as rejected and the Grievant will be allowed to re-submit if within the time allotted. A grievance may be presented in person, by mail, or email. If presented in person, signature should be obtained to establish the date delivered. If filed electronically, the delivery receipt or system delivery confirmation will serve as the certificate of received for purposes of the timeline for a response. Copies will be distributed to the Parties and other officials according to the instructions on the form. Forms may be transmitted electronically as PDF files once signed.

Section 6. Grievance Composition

All negotiated grievances shall:

- A. Identify the type of grievance being filed using the grievance form (Appendix A)
- B. Identify a Representative, if any
- C. Follow Procedural timelines
- D. Clearly state the factual basis of the grievance, providing sufficient information for the deciding official to understand the basis for the grievance and make an informed decision (Parties shall disclose all issues, concerns and information which is releasable reasonably believes to be relevant to the matter. Failure to disclose an issue or other



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information available during the grievance process will preclude that issue(s) and/or other information from being submitted to an arbitrator)

- E. Cite the specific Article(s) and Section(s) of this Agreement, regulation, or law alleged to have been violated or misapplied and any act giving rise to the grievance; and explain how the referenced Section(s) and Article(s) in the Agreement, regulation or law were violated or misapplied; (this would apply to negotiated grievance procedures only)
- F. Clearly specify the remedy sought;
 - 1. Directly benefit the grievant.
 - 2. Not request disciplinary action for another employee or management official.
 - 3. Be subject to the control of the Agency
 - 4. Be appropriate to the subject of the grievance.
- G. Identify if a grievance oral presentation is being requested
- H. Be signed by the grievant(s) or the Union representative filing the grievance on behalf of the employee or on its own behalf
- I. Include the grievance form (when filed by a BUE or the Union) and include all other relevant documentary evidence and written responses that are being offered or will be introduced to support the grievance.

Section 7. Termination/Rejections of Grievance – Allowance for Correction

Grievances may be rejected for:

- A. Not clearly stating the factual basis of the grievance or providing sufficient information for the deciding official to understand the basis for the grievance in order to make an informed decision
- B. Not citing the specific Article(s) and Section(s) of this Agreement, regulation, or law alleged to have been violated or misapplied and any act giving rise to the grievance; and explain how the referenced Section(s) and Article(s) in the Agreement, regulation or law were violated or misapplied
- C. Not clearly specifying the remedy sought; and/or;
- D. Otherwise incomplete grievance submission
- E. Material information not included on the grievance form.

In the case of a grievance rejection, the Deciding official will identify in writing and on the grievance form why the grievance is being rejected, stating the alleged defect, and provide the grieving Party five (5) calendar days upon receipt of the notification to provide the required conforming information. If the employee is on leave or in training and/or through mutual agreement of the parties, the timeframe allotted to submit the information will be changed



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accordingly. Failure of the grieving Party to timely submit the conforming information will result in denial of the grievance.

Grievances may be terminated for:

- A. The Union's or Officer's written request
- B. Termination of the Officers employment, unless the relief sought may be granted after termination of appointment
- C. The death of an officer

Section 8. Denial of Grievance

Grievances will be denied without recourse, if:

- A. Filed untimely
- B. Improperly filed by someone other than the Union Chairman or designee, when a Union Grievance or an employee grievance citing union representation
- C. Filed below the level of recognition, when a Union Grievance or an employee grievance citing union representation
- D. Drafted to include issues that are excluded from this negotiated grievance procedure under Section 3 of this Article; and or
- E. Not properly submitted with Management and the Employee and Labor Relations Office located at Building 31, B3C07, or designee.

Section 9. Grievance Decisions

All grievance decisions will:

- A. Use the Grievance Form (Appendix A), be in writing and state the issue being grieved
- B. Provide a summary of the findings, and the rationale for the decision.
 1. Issues of arbitrability will be raised in the decision if reasonably known at the time.
- C. The decision shall be presented to the designated representative. The decision may be presented in person or by email. When the grievant has elected self-representation, the deciding official or Labor Management Relations office located at Building 31, B3C07 will present the decision to the grievant and will provide a copy to the Union. If delivered in person, the Union representative, or grievant, to whom the decision is presented, shall sign for receipt and indicate the date received. If served by email, the delivery receipt or system delivery confirmation will constitute both the delivery and receipt date.
- D. A supervisor or Union official to whom a grievance is presented for a decision under this procedure is responsible for issuing a timely written decision or timely arranging for an extension of the time limit. Should a grievance decision not be issued within the established or extended time frames the grievance should be considered denied and the



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grievance may move to the next step in the grievance process if they wish to continue their grievance. The Union or Agency may then advance the grievance to arbitration within the allotted timeframe. The timeframe will start with the next workday after the date the decision was due.

Section 10. Procedural

- A. **Timeframe:** A bargaining unit employee grievance shall be filed by the aggrieved employee within fourteen (14) calendar days after the incident giving rise to the grievance or when the grievant could reasonably be expected to have become aware of the circumstances giving rise to the grievance.
- B. **Deciding Official:** The grievance shall be presented by the aggrieved employee with the immediate supervisor or designee involved in the incident giving rise to the grievance. The Employee must also provide a copy of their grievance to the FOP Chairman, or designee, and clearly identify whether they are electing Union representation. If the employee elect's union representation, the Union Chairman or designee must designate who the union representative is unless it is already designated on the form.
- C. **Employee Election to Representation:** On the Grievance Form in the Appendix at the end of this Article, the employee must designate whether they are electing to be represented by the Union or whether they choose to represent themselves. The decision to have representation can be amended at any time during the grievance process as long as the employee provides written notification of the designation of representative. (Appendix A) If a bargaining unit employee elects to represent him/herself, they must forward a copy of their grievance to the FOP Union Chairman and Labor Relations Office located at B3C07. Election to self-representation will not preclude the Union from being privy to and/or attending grievance meeting or other formal meetings related to the employee grievance. The Union may also present its views related to an employee grievance in writing in lieu of sending a representative. Any written Union position shall be made a part of the official grievance file and be considered by the deciding official.
- D. **Grievance Meeting:** If properly requested in the written grievance, the deciding official will schedule the grievance conference to occur with seven (7) calendar days of receipt of the request for the meeting or as otherwise mutually agreed.
 - 1. The Deciding official will take into consideration any facts brought forth during the grievance meeting.
 - 2. If the Employee elected self-representation, the deciding official will notify the Union and the Chief of Employee and Labor Relations, or designee, of the meeting as soon as practicable but not later than within 24 hours of the date of the meeting. The meeting maybe held in person or by phone.
 - 3. Grievance meeting will not last more one than hour, unless mutually agreed.



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- E. Timeframe/Form: Union and Management grievances shall be filed in writing in accordance to the requirements of this Article within ten (10) calendar days after the event being grieved or from the date of awareness of the issue of dissatisfaction. The Union shall use the Grievance Form attached in the Appendix xxx to this Article and shall provide all relevant attachments and pertinent material. Management grievances will be submitted in a narrative format. Failure to properly complete the grievance form may result in the grievance being rejected.
- F. Grievance Process
- The following steps constitute the required procedures for the grievance process:
1. Step 1 (Informal)
Employee presents completed written grievance form to the Deciding official as defined above. If the grievance is not settled, the supervisor will respond to the employee within seven (7) calendar days from the receipt of the complaint or the grievance meeting which ever date is later.
 2. Step 2
The employee will submit a formal grievance in writing using the official grievance form to the next level supervisor whom received the Step 1 Grievance unless an alternative grievance official was identified in the grievance response. This must occur within 14 calendar days from the step one response. A written decision will be issued within 14 calendar days of receipt of the grievance by the supervisor or designee.
 3. Step 3
If Step two (2) produces a decision that is unsatisfactory to the grievant, the grievance may present the grievance to the next level supervisor or designee in writing and if mutually agreed, an oral presentation/ discussion. The grievance must be filed within 14 calendar days of the decision rendered from the Step two or from the date in which the decision was due.
 4. Step 4
If the grievance is not settled at the Step 3, then Arbitration may be invoked by the Union Chairman.
- G. Grievance Decision: The deciding official will issue a written decision within fourteen (14) calendar days after the date of the meeting if a meeting was held or within fourteen (14) calendar days after receipt of the grievance if no meeting was held. The decision shall meet the requirements of this Article. If no decision was received, and the employee is not satisfied the employee has the ability to move to the next step in the grievance process without a decision.
- H. Group Grievances: When two (2) or more employees initiate separate grievances involving the same facts or events arising out of the same incident, the grievances shall be consolidated and processed through the grievance procedure as a single grievance.



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When processing such a consolidated grievance, no more than two (2) employees covered by the grievance will be permitted to attend any meeting concerning the grievance. This is at the sole discretion of the Agency. The group grievance should be addressed to the appropriate lowest level supervisor. If not satisfied with the group grievance decision, the Union may elevate this grievance to the DMO.

Section 11. Invoking Arbitration

- A. If not satisfied with the negotiated-grievance decision at the Step 3. Only the Union Chairman may invoke Arbitration.
- B. Invocations to arbitration can only be made after the grievance process has been exhausted and will be made within ten (10) calendar days from the date on which the disputed grievance decisions or should have been issued. All invocation will be made to the Employee and Labor Relations Branch Chief, or his/her designee.

Section 12. Agency Grievances

Agency Grievances will be submitted in writing to the Union Chairman or designee, if the grievance is not settled or no response has been received within fourteen (14) calendar days of the grievance then Arbitration may be invoked by the Agency.



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ARTICLE 7. ARBITRATION

Section 1. Invocation by Agency or Union Only

- A. Binding arbitration may be used to settle unresolved grievances after the grievance procedure has been exhausted. If the grievance is not settled under the negotiated grievance procedure, it may be submitted to arbitration within fifteen (15) calendar days from the date the Agency's or Union's final decision is received or due, unless mutually agreed otherwise. Matters explicitly excluded from the grievance procedure are also excluded from this Article.
- B. Invocation of arbitration shall be submitted to the Chief of Police and the Employee and Labor Relations Branch, or designee, or Union Chairman, or designee. This notification shall be submitted electronically. Additionally, the invoking party shall be responsible for obtaining a case number from the Federal Mediation and Conciliation Service (FMCS).

Section 2. Arbitration Panel

- A. The party who invokes Arbitration is responsible for requesting an arbitration panel from the FMCS. Requesting a panel is done at <https://www.fmcs.gov/resources/forms-applications/arbitration/>.
- B. To facilitate cost effective hearings, the parties agree to request the panel of 7 people to be within 125 miles of the NIH, Bethesda Campus and notify the Arbitrator of his/her selection within seven (7) calendar days.
- C. The parties agree to follow the Arbitration Policies and procedures outlined by the FMCS. https://www.fmcs.gov/services/arbitration/arbitration_policies-and-procedures/

Section 3. Arbitration

The arbitrator shall hear a case within sixty (60) days of notification by the moving party, unless the parties mutually agree otherwise. A copy of the notification to the arbitrator shall be simultaneously served upon the other party. If the arbitrator is unavailable, the parties may request a new panel and restrike upon mutual agreement.

Section 4. Billing Information

Prior to the hearing, the parties shall give the name, position, and address of their designated representatives to whom the arbitrator shall forward billings and decisions. It will be the arbitrator's responsibility to make sure that he/ she has such information prior to the close of the hearings.



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Section 5. Arbitration Hearing

The arbitration hearing shall be scheduled during the workweek of Monday through Friday and shall be scheduled to begin no earlier than 8 a.m. and shall end at a time agreed upon by the Parties.

Section 6. Union Representative during Arbitration

A Union representative and a legal representative of the grievant(s) choosing may accompany him and/or her at the proceedings.

Section 7. Arbitration Procedures

- A. Consistent with this Agreement, the arbitrator shall determine the procedures used to conduct the arbitration.
- B. All parties shall be entitled to call and cross-examine witnesses and shall be entitled to a hearing before the arbitrator.
- C. The arbitration hearing will be conducted as an oral proceeding. Either party may file a brief and/or request a verbatim transcript at its expense. The parties agree to share the cost of the court reporter. However, if either party requests a transcript, that party shall bear the entire cost of such transcript.
- D. The arbitration hearing will be held on Agency premises located at the Bethesda, Maryland or another public facility during the regular work hours of the basic workweek at a location within the commuting area. All participants in the hearing shall be identified no later than two weeks prior to the date the hearing is scheduled.
- E. The parties recognize each other's right to dismiss any pending arbitration for failure to prosecute should the moving party fail to take reasonable steps to have a hearing held within 90 ninety days of the case being invoked. The same shall be done by execution of letter to the opposing party, identified arbitrator and/or the FMCS when no arbitrator has been selected.
- F. If the parties fail to agree on a joint submission of the issue for arbitration, each may submit a separate submission and the arbitrator shall determine the issue or issues to be heard.
- G. The arbitrator shall have the authority to resolve ambiguities and enforce the plain meaning of this Agreement. The arbitrator shall not add to, subtract from, alter, amend, or modify any provision of this Agreement.
- H. The Arbitrator's decision and award shall be final and binding. However, either party may file an exception to the Arbitrator's award in accordance with applicable law and regulations.



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- I. The Arbitrator shall be requested by the parties to render a decision as quickly as possible, but in any event not later than 45 calendar days after the close of the record. Failure to render a decision shall result in forfeiture of fees for service by 30% for the first month the decision is overdue, and 10% each month thereafter said decision is overdue. If timely extensions are submitted by the arbitrator, the fee reduction will be waived.
- J. At least fourteen (14) calendar days prior to the scheduled hearing date, the parties will exchange proposed witness list(s) and documents. Only material and relevant witnesses shall be called. If any listed witness or document(s) is opposed by the other party, the arbitrator will be contacted at that time to resolve the issue.
- K. If either party wishes to postpone or cancel a hearing, that party shall pay the full costs associated with the postponement and/or cancellation, unless the parties agree otherwise.
- L. Unless otherwise provided by law, each party shall be responsible for payment of their respected travel-related expenses.
- M. The arbitrator's fee and the expenses of the arbitrator, if any, shall be borne by the losing party, unless the parties mutually agree otherwise. However, if the parties settle the grievance prior to a final and binding arbitration award going into effect, any and all fees and costs will be equally shared unless the parties mutually agree otherwise.
- N. The Arbitrator shall have full authority to award attorney fees in accordance with provisions of the Civil Service Reform Act and prevailing law.
- O. The Arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. The arbitrability should be decided on prior to the hearing proceeding onto the merits of the case. However, the parties may mutually agree otherwise
- P. Either party is free to file motions to dismiss which will be granted candid review by the arbitrator and a decision rendered in advance of the actual arbitration hearing. The arbitrator shall not make a decision before the non-moving party has had the opportunity to respond. The arbitrator may also use the briefs to narrow the scope of the oral hearing, if one is necessary. In the event a decision is reached dismissing the issue, thus resulting in cancelation or no further need of a hearing, the parties shall equally bear the cost thereof as identified in item (m) above.
- Q. The Arbitrator shall have 30 days to retain jurisdiction over the decision/award rendered to the parties, unless the parties mutually agree otherwise. The Arbitrator shall have no further authority related to the decision/award reached unless the parties mutually agree to extend the same to the arbitrator beyond the 30-day period. In the event of a challenge to the arbitrator's decision/award to the FLRA the arbitrator's jurisdiction shall be retained given any remands required by the FLRA.



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- R. There will be no ex-parte communications with the arbitrator unless both parties are participating in the communication. Failure to honor this provision shall be a basis for immediate removal of the arbitrator in this instance.

Section 8. Expedited Arbitration

In rare circumstances, the parties may elect to process a grievance through an expedited arbitration process. The following provisions apply to this expedited process:

- A. The hearing shall be conducted in accordance with the following:
 - 1. the hearing shall be informal;
 - 2. no briefs shall be filed or transcripts made;
 - 3. there shall be no formal rules of evidence;
 - 4. the hearing shall normally be completed within one day
 - 5. if the arbitrator or the parties mutually agree at the end of the hearing that the issues involved are of such complexity or significance as to warrant referent to the regular Arbitration proceedings, the case shall be referred to that process;
 - 6. the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- B. No decision by an arbitrator during an expedited hearing shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.

Section 9. Appeals

Either Party may file exceptions to an arbitrator's award to the FLRA under regulations prescribed by the FLRA for this purpose. If neither Party timely files exceptions, the arbitrator's award will be binding. In adverse action arbitrations, either party may file an appeal to the Federal Circuit. If either Party files an exception or appeal, the arbitrator's award will not be implemented until all appeals are exhausted and a final decision is rendered by the FLRA or the court of highest authority to which the case has been appealed.



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ARTICLE 8. TOURS OF DUTY AND WORKWEEK

Section 1. Tour of Duty Work Hours

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

Section 2. Change of Shift and Sign Off Days

- A. Stable work schedules shall be maintained as much as possible. When contemplated changes in an officers' regular tour of duty are in excess of four (4) hours (not including time for equipment maintenance), Management will strive in good faith to notify the affected officers at least seven (7) days before the effective date of such changes. In situations of declared emergencies, Management will endeavor to notify affected officers as expeditiously as circumstances permit.
- B. In the event a need arises to change an officer's tour of duty for one (1) hour from his current tour of duty to fill a work assignment, such a change shall not extend for more than three (3) days.
- C. Sign off days within the scheduled shifts will be determined by seniority; however, Management will determine the work schedules. The work schedules will be prepared based on operational necessity and will include specific work slots for specialty units (i.e. K-9 Officers), the rank of MPO and the ranks of corporal through Police Officer combined. Separate work slots will be determined for the officer(s) assigned to Fort Detrick.
- D. Management maintains the right to assign officers to specific shifts (reliefs). When a vacancy on a relief needs to be filled due to operational necessity; management shall determine where personnel resources are sufficient on other reliefs so a transfer can be made to the relief with the vacancy that needs to be filled. Management shall examine the needs of the relief as well as the qualifications needed by an officer who will fill the vacancy. Factors considered relating to the needs of the relief will include, certified and/or specialty training, and special skills (i.e., foreign language.) Factors considered relating to officer qualification will include but not be specifically limited to: rank, skills, ability, certified and/or specialty training, special skills, experience and seniority. Once the appropriate considerations have been made, Management will select an officer for transfer. Management will announce the vacancy seven (7) days prior to the selection so officers may inquire about the schedule available and resultant sign off days based on their seniority. Officers wishing to volunteer for the vacancy will notify Management within seven (7) days of the announcement.



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- E. Officers that have been transferred for disciplinary reasons will not be able to apply for a shift vacancy if it is noted as part of the vacancy announcement or disciplinary action.
- F. The schedule of tours of duty may be changed by the Shift Commander to permit Union representatives or officers who might act as witnesses, to participate during duty hours in oral replies to proposed disciplinary actions, grievance appeals, hearings, and investigations.
- G. Officers will be given fourteen (14) day notice for shift changes or sign off days unless waived by the officer or the Chief declares an emergency.

Section 3. Open Season for Sign-Off Days

- A. Once annually (the second week of January) the Parties agree to conduct an open season process to allow for changes in sign-off days within each relief.
- B. Management agrees to establish and present the schedule to officers within each relief.
- C. Nothing in this section shall be construed to limit Management or individual officers the right or ability to transfer shifts at other times when the need arises during the year.

Section 4. Overtime

- A. As a means to meet workload requirements, the Agency retains the right to determine the number of officers on each workweek schedule. Whenever possible, overtime assignments will be handled on a volunteer basis, as long as the officer is qualified. In no case will the regular workweek (sign-off days) be changed solely to avoid payment of overtime pay unless waived by the officer or to accommodate training. This section will not apply during emergency situations.
- B. If an officer is required to perform any work before or after his/her scheduled work hours will receive compensation for all such work in accordance with law.
- C. The Parties agree that overtime shall be fairly distributed amongst all officers qualified to receive overtime assignments. To ensure all officers have an opportunity to receive an overtime assignment, the Parties agree to the following process:
 - 1. The Agency shall maintain two rotating overtime lists: (1) Volunteer; and (2) Draft. The Volunteer list shall be maintained in order by seniority while the Draft list shall be maintained in reverse seniority.
 - 2. If qualified officers are not listed on the Volunteer List, a qualified officer may be selected from the Draft List.
 - 3. Whenever it is determined a need for overtime exists, a supervisor shall solicit from the Volunteer List. Once the Volunteer List is exhausted, the first qualified officer will be selected from the Draft List.



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4. Once an officer is selected from either list for an overtime assignment, he/she shall be rotated to the bottom of the list.
 5. Nothing in this Article shall infringe upon management's right to cancel overtime assignments.
- D. Upon request, officers shall receive compensatory time at the rate of one (1) hour for every hour of overtime worked. Compensatory time shall be rounded up to the next quarter of the hour in accordance with regulations. No officer shall be required to receive compensatory time in lieu of overtime premium pay. Compensatory time converts to overtime if not used pursuant to rules and regulations. Management retains the right to grant or deny the use of compensatory time upon request of the officers.
- E. When an officer is required to report for duty on his/her sign-off day or is called back to duty, the Agency shall provide a duty assignment of no less than two (2) and up to four (4) hours duration. Managers shall strive to use available manpower instead of recalling an officer after he or she has already signed off (10-7) for the day. After the officer has reported to duty, should the supervisor find that the officer's services are no longer needed; the supervisor may dismiss the officer from duty. The officer will be compensated for the full two (2) hours regardless of the early dismissal.
- F. When an officer is required to report for court on his/her sign-off day or off-duty status, he/she shall receive a minimum of two (2) hours of overtime pay or compensatory time at the officer's request in accordance with law.
- G. A system for the fair distribution of work hours beyond the 40-hour workweek shall be discussed for impact and implementation between the Agency and the Union when long-term overtime assignments are foreseen.
- H. Officers assigned to the K-9 unit shall receive an additional one (1) hour of overtime pay, seven days per week, for care of their K-9 and related equipment. This is in addition to the .5 hour of overtime pay all officers currently receive at the end of each tour of duty in regard to equipment and uniform maintenance. If on leave and the dog is kenneled at NIH, or for other reasons kenneled at NIH for one (1) or more days, officers will not receive the additional overtime. Officers assigned to the K-9 unit will remain at their duty location and continue to perform their normally assigned duties during the standard .5 hour of overtime currently received by all officers, until relieved. Once relieved, the officer will remain at their work site but may perform administrative or equipment related activities. Management will attempt to have the K-9 unit relieved by the oncoming relief as soon as practical. Routine care for the canines will be conducted during the extra one (1) hour of overtime the handler works for daily care of the canine. Officers will not go out of service to bathe or groom the canine unless specifically granted permission by the Relief Supervisor or Commander.



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- I. Management will provide free use of the R&W fitness facilities or other facilities as deemed appropriate by the Chief, for officers on non-duty time, to work out. This is voluntary.

Section 5. Meal Breaks

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

Section 6. Realignment of Workweeks

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

Section 7. Limited and Light Duty Status

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

Section 8. Receipt of Medical Treatment

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

Section 9. Trading Time

The Parties agree that members of the bargaining unit may substitute for one another on regularly scheduled tours of duty if equally qualified. This practice is commonly referred to as



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“trading time.” This practice will in no way require additional compensation on the part of the Employer. Accordingly, the practice of “trading time” will be deemed to have no effect on the hours of work if the following criteria are met:

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

Section 10. Relief and Housing During Details

Where emergencies or Special details arise 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.



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ARTICLE 9. LEAVE

Section 1. Annual Leave Requests

- A. The Parties agree that annual leave is a benefit provided by law. However, it is the prerogative of the Employer to make the final decision on when leave is to be used. An employee must specifically request annual leave and obtain approval from the appropriate leave approving official prior to its use. It must not be assumed, however, that a mere report of absence will necessarily result in leave approval. Failure to secure proper approval from the leave approving official may result in the period being charged AWOL for payroll purposes.
- B. Officers requesting annual leave for 40 hours or more shall normally submit their leave requests at least 30 days but no more than nine (9) months prior to the date the leave is scheduled to begin. The Leave Approving Official will advise officers in writing of the status of their leave request within 14 days of their date of request. If at the time of the request leave cannot be approved, the request shall remain for consideration unless withdrawn by the officer. If the officer has not received an answer within the 14 days, he may request a ruling on the leave by the next higher-level official within their chain of command.
- C. Any leave requests for at least eight (8) hours and less than 40 hours shall have their status decided and the officer advised within 24 hours of their request.
- D. Under emergency circumstances, the Director may cancel leave to carry out the mission of the organization; however, Management will make all reasonable attempts to honor all leave requests that were pre-approved.

Section 2. Sick Leave

- A. The Union fully recognizes the importance of sick leave and the advantage of sick leave accrual to the individual and it is the duty of the employee to utilize sick leave only when he/she is incapacitated for the performance of duty because of illness, injury, or other valid reasons.
- B. Officers shall adhere to current departmental policy regarding calling in to request sick leave. When an officer returns to duty from absences beyond three (3) days, he/she may be required to be certified fit for duty by a physician at the Occupational Medical Service. In cases where it is apparent that a total of three (3) consecutive days will be insufficient to recover from an ailment, the officer shall notify his/her supervisor prior to the third day and thereafter as appropriate. Officers shall adhere to applicable SOPs and Directives in regard to leave use and notifications.



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- C. Officers using leave under the Family Medical Leave Act and/or the Family Friendly Leave Act shall use it in accordance with law, rule, and regulation.

Section 3. Administrative Leave

Eight (8) hours administrative leave may be granted by the Office of Research Services Executive Officer when an officer receives a temporary assignment or deployment of more than seven (7) days with less than 72 hours advance notice.

Section 4. Emergency Leave

- A. Emergency leave is defined as a condition which arose since the officer last left work and which is of a serious enough nature to justify the officer's request to use leave without prior approval as described in Section 1 above. An employee requesting emergency leave will be required to explain the reasons for his/her request and give the relief supervisor/commander enough information to make a decision. If adequate justification is not given, the employee must report for duty, otherwise he/she will be carried as AWOL for payroll purposes until he/she returns to duty and the case is reviewed and decided.
- B. When requesting medical information, the Agency shall not intrude upon officers' legal rights.

Section 5. Funeral Leave

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

Section 6. Miscellaneous Leave

- A. Court Leave will be granted in accordance with applicable Federal regulations.
- B. Voting and Voter Registration: Officers will be granted administrative leave in accordance with Federal regulations to allow sufficient time to vote or register to vote during an election.
- C. Bereavement leave: management will make every effort to accommodate officers' leave requests to attend family funerals.



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Section 7. Leave Without Pay

- A. Leave without pay (LWOP) is an approved leave status which may be requested by employees to cover periods of absence in lieu of or in the absence of accrued annual leave or sick leave. LWOP is not a right that accrues to an employee and is granted at the discretion of management, except in the following cases:
 - 1. When a disabled veteran requests LWOP for medical treatment.
 - 2. When requested by a reservist or National Guard member for military duties. Employees may request such leave after their military leave has been exhausted.
 - 3. When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of his or her claim for employee compensation by the Office of Worker's Compensation Program.
 - 4. When an employee makes a request under the Family Medical Leave Act (FMLA).
- B. If the officer is requesting leave without pay for an extended period of time, the supervisor approving such a request should carefully review the circumstances and the officer should provide sufficient justification for such a request. The use of leave without pay should not exceed one year for each individual request.

Section 8. Military Leave

- A. In accordance with laws and regulations, bargaining unit employees who are members of the National Guard or the Armed Forces Reserves are entitled to 120 hours of regular military leave in a fiscal year for active duty, active duty for training, and certain inactive duty training and activities. Employees are only charged military leave for military absences occurring during their scheduled tour of duty. They are not charged military leave for absences during non-duty periods such as holidays and non-workdays.
- B. Employees who perform active military duty as Guard members or reservists may be ordered to duty by the President or a State Governor under the provisions of 5 U.S.C. 6323(b) to assist domestic civilian authorities to enforce the law or protect life and property. Such employees are eligible to be granted an additional twenty-two (22) workdays of military leave which, when so used, is offset against civilian pay for the same period. Employees may choose to use annual leave instead of military leave for any of the twenty-two (22) workdays and no offset against civilian pay will be made.

Section 9. Hazardous Weather Leave

Due to the nature of the work, unit employees are required to report for work during hazardous or unusually severe weather conditions unless appropriate leave has been requested and/or scheduled and approved. This applies unless the relief supervisor/commander gives specific



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approval for an absence based on a set of conditions and circumstances for the particular duty station. Inability to report for duty will require that the employee contact the relief supervisor/commander and request leave. The U.S. Office of Personnel Management's Washington D.C. Dismissal or Closure Procedures will apply.

Section 10. Special Leave Procedures

Leave privileges may be restricted or suspended at any time when misuse is identified. Special Leave Procedures may be initiated only after; (1) misuse has been clearly identified by a supervisor; (2) brought to the attention of the effected officer; and (3) after the officer fails to take corrective action. Once Special Leave Procedures have been issued, the leave record of the employee will be reviewed at least every (3) three months. A written decision to continue or lift the restriction will be made and a copy provided to the employee.



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ARTICLE 10. TEMPORARY PROMOTIONS AND DETAILS

Section 1. Pay

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

Section 2. Temporary Promotions

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

Section 3. Purpose

- A. Employees may be detailed or temporarily promoted to a position of higher grade to:
 - 1. Fill a position that has become vacant until a permanent appointment is made;
 - 2. Assume increased responsibilities for a limited period due to increased workload;
 - or,
 - 3. Participate in a special project, which will last for a limited period.
- B. The employee will sign a statement to show that he/she has full knowledge of the action taken and the conditions under which he/she is temporarily promoted prior to the effective date of the action.

Section 4. Duration of Temporary Promotions

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

Section 5. Qualifications/Eligibility

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



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Section 6. Details

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



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ARTICLE 11. DISCIPLINARY & ADVERSE ACTIONS

Section 1. Definition

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

Section 2. Purpose

Disciplinary penalties will be imposed to correct behavior, to inform the employee that certain actions are unacceptable for an employee of NIH, and to demonstrate and support the high standards of conduct in compliance with HHS/NIH standards of conduct.

<https://ethics.od.nih.gov/lawreg/hhs-resid-std.htm>

Section 3. Consistent with Laws, Rules, Regulations

- A. A disciplinary action for purposes of this Article is defined as a written reprimand or a suspension from duty and pay for fourteen (14) calendar days or less. Disciplinary actions for suspensions of fifteen (15) calendar days or more, demotions, and removals are considered Adverse actions. Disciplinary and Adverse actions taken by the Agency against officers will be in a manner that is fair and equitable and shall be consistent with applicable laws, rules and regulations, to include NIH Division of Police Directive 140, and will be taken only for just cause in order to promote the efficiency of the service.
- B. In Disciplinary and Adverse actions taken by the Agency under the provisions of 5 CFR 752, the burden of proof shall be on the Agency to show that the action is supported by a preponderance of the evidence. In effecting disciplinary and adverse actions, pursuant to 5 CFR 752, the Employer shall give due regard to the existence of mitigating and aggravating circumstances. Management will make every effort to administer discipline in a timely manner.

Section 4. Investigating allegations of misconduct

- A. Allegations of misconduct raised to the Division of Police may be from a variety of sources such as; members of the public, fellow officers, employees from other divisions, observations of misconduct to include time and attendance issues and other



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administrative type conduct concerns. At any time during this process the employee may invoke Weingarten rights (see Article 5, Section 5 Formal Questioning). Allegations of misconduct may lead to Disciplinary or Adverse action.

1. General Fact Finding - low level misconduct (i.e. discourteous/inappropriate conduct, time and attendance concerns, failure to follow instructions)
 2. Internal Affairs - misc. complaints from the public, serious allegations that directly affect the officer's ability perform the essential functions of the position.
 - a. Based on the allegations (e.g., Criminal, administrative, etc.), the appropriate notices will be provided to the employees (i.e., Kalkines, Miranda, Garrity, etc.).
 3. 3rd Party Inquires (e.g. OIG, OMA, Administrative Inquiry) - waste fraud and abuse, harassment and other items as determined from Management.
 - a. Based on the allegations (e.g. Criminal, administrative, etc.) the appropriate notices will be provided to the employee (i.e., Kalkines, Miranda, Garrity, etc.)
- B. Management has the right to elect which forum is appropriate given the initial complaint or at any time in the fact-finding process that information necessitates a different type of review.

Section 5. Disciplinary Actions

The following actions are considered disciplinary in nature:

- A. Letter of Warning - May included letters of concern, caution, and/or warning which are issued to inform an officer of deficiencies in conduct. A copy of the letter shall be placed in the officer's Work File Folder. Written warnings' will be removed from the Officer's Work File Folder after 1 year. A letter of warning may not be used to support progressive discipline, however, can be used to show that the employee was previously on notice of expected behavior. Counseling and warnings will be conducted privately and in such a manner to avoid embarrassment to the employee.
- B. Letter of Reprimand - A letter of reprimand is a written notice advising an officer of a conduct problem and strongly recommends that such conduct or behavior be corrected. A copy of this letter becomes part of the officer's electronic Official Personnel File (eOPF) and placed on the temporary side of the folder. The letter of reprimand may be used to support other disciplinary or adverse actions. A removed or withdrawn reprimand may not be used to support future charges. Within the grievance process, the responding management official may use their discretion to expunge the letter of reprimand at an earlier date.
 1. A letter of reprimand will state the reason(s) for its issuance and inform the employee of the right to grieve the action pursuant to the grievance procedures.



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2. A letter of reprimand will remain in the employee's electronic Official Personnel Folder (eOPF) for a period of 2 years, unless management exercises its discretion to issue a letter of reprimand for a shorter duration or to remove it earlier as a result of an agreement through the grievance process.
 3. A copy of the letter while it is in the officer's eOPF may be used to support other disciplinary or adverse actions. A removed or withdrawn letter of reprimand may not be used to support future charges.
- C. Suspensions for 14 days or less - When Management proposes to take disciplinary action under the provisions of 5 CFR 752 A and B for a suspension of 14 days or less, the Officer shall receive a written proposal of disciplinary action. The employee will be given fourteen (14) calendar days advance written notice stating the specific reason(s) for the proposed suspension. This proposal shall include the following information:
1. The specific reasons for the proposed action including an explanation of the prospective penalty.
 2. A statement of the right to be represented by a representative of the officer's choice.
 3. A statement that the officer shall be allowed a reasonable amount of official time as determined by Management to review the official file and to prepare a response.
 4. Employee will be given 14 calendar days from the date of the receipt of the proposed action and all materials relied upon to reply to the charges outlined in the proposed suspension letter.

Section 6. Adverse Actions

- A. An adverse action for purposes of this Article is defined pursuant to 5 C.F.R 752 C and D and 5 C.F.R. 432, which includes Removals, Suspensions from duty and pay for over 14 days (including an indefinite suspension), Reductions in grade and pay, and Furloughs of thirty (30) calendar days or less, unless excluded by law or government-wide regulation.
- B. Adverse actions will be taken in a manner that is fair and impartial. Management will make every effort to administer discipline in a timely manner (i.e., so as not to create an unreasonable delay that materially prejudices the officer) and pursuant to the standards set forth in 5 C.F.R 8752 and 5 C.F.R.S 432.
 1. In cases of an adverse action based on unacceptable performance, the action will be supported by substantial evidence and in all other adverse action cases, the action will be supported by preponderance of the evidence as required by the Civil Service Reform Act.



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2. An officer will be given 30 days advance written notice prior to an action being taken.
3. The notice of proposed action shall state the reasons, specifically and in detail, for the proposed action and shall include a copy of the official file including any exculpatory evidence.
4. An officer will be given 14 days from the date of the receipt of the proposal to reply to the charges. Officers may request an extension of time to reply to the proposed actions if extenuating circumstances arise.

Section 7. Representation

- A. The officer shall notify the assigned Employee and Labor Relations representative in writing, of the name, address and telephone number of the officer's representative and permission to review all files using the designation of representative form (Appendix A). A written notification of designation from the employee's representative is also acceptable, provided it is signed by the employee.
- B. If the officer's representative is not a member of the Force, the Union shall be given the opportunity to have one representative present at the oral reply.
- C. The Agency will, at the time of issuance will provide the employee a copy of the proposed disciplinary action, simultaneously serve a copy of the final decision letter on the employee and the Union Chairman. If the Union Chairman is not present during the issuance of the proposed and or decision letter, a copy will be provided within three (3) business days of issuance. The employee is responsible for providing additional copies of the proposed action and materials relied upon to their designed representative. If the employee's attorney contracts the Agency, a copy of the proposed disciplinary action will be provided upon request.
- D. The Agency will provide the Union Chairman with a copy of all proposed disciplinary actions and decisions within three business (3) days of issuance.

Section 8. Oral Replies

- A. Absent just cause, any request for an oral reply must be made within fourteen (14) calendar days of receipt of the notice of proposed suspension.
- B. A reply in person is an opportunity for the officer and a representative to provide explanation to the deciding official or his/her designee of why the proposed action should not be taken. It may consist of the officer's denial of the charges or a submission of affidavits or documentary evidence to controvert the charges or lessen the seriousness of the charges.



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- C. The oral reply shall be scheduled at a time that meets the needs of the officer and Management. If the Union-designated representative is unable to attend this scheduled meeting, a delay in the oral reply shall not be made. This Union representative shall be on official time if otherwise in a duty status.
- D. The Union representative may request that his/her tour of duty be changed to permit attendance during duty hours in accordance with provisions of the Union Representatives Article.
- E. The officer-designated representative shall be the spokesperson at the meeting and the Union-appointed representative shall have the opportunity to offer the views of the Union at an appropriate time.
- F. In instances when the Agency elected to use a court reporter or video during the oral reply the employee and their designated representative will be notified in advance of the oral reply and will be provided a copy of the transcript and or recording.
- G. If the Union or employee request to have a court reporter, as part of their oral reply the cost will be born by the Union and/or employee. In such instances the Agency would be provided a courtesy copy of the transcript.
- H. The employee and their representative will be given three business days to review the transcript in order to identify and submit non-substantive corrections, if necessary.
- I. The corrected transcript will be provided to the deciding official before the final decision is made.
- J. Upon request by either party, oral replies will be presented in person. By mutual agreement, oral replies may be provided by telephone or other technological means (including video teleconferencing) to accommodate employees in remote locations.

Section 9. Written Replies

- A. Written replies must be received by the designated official prior to the end of the fourteen (14) calendar day reply period and/or by the deadline set if the parties agreed to an extension of time.
- B. Following the officer's reply to the charges, or if upon expiration of the 14-day time limits the officer chooses not to answer, the officer shall receive a written notice of decision.
- C. The written decision will include the specific reason(s) for the decision, as well as the employee's rights and the appropriate procedure for appeal.
- D. The Agency shall give as much advance notice of the effective date of a suspension as is reasonable.



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Section 10. Appeal Rights

In accordance with applicable regulations, an officer against whom an Adverse action is taken is entitled to appeal to the Merit Systems Protection Board. An appeal with the Merit Systems Protection Board must be filed within 30 days of the effective date of the Adverse action. A proceeding under the negotiated grievance procedure must be filed within 14 days, if applicable.



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ARTICLE 12. OCCUPATIONAL SAFETY AND HEALTH

Section 1. Maintaining Safe Working Conditions

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

Section 2. Safety and Health Inspections

It is recognized that each employee has a primary responsibility for his/her safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. It is also recognized that the need for disciplinary action should be considered if an employee violates safety rules and safe practices. In the course of performing their normally assigned work, shop stewards will be alert to observe unsafe conditions and practices in their immediate areas, which represent safety and health hazards. In addition, the shop steward upon notification by the Agency may participate in all formal safety and health inspections conducted by the NIH Division of Security and Emergency Response. The Union can bring urgent safety issues to management's attention at any time.

Section 3. Training Needs

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

Section 4. Occupational Illness/Injury

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

Section 5. Relief Periods

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



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Section 6. Training in Police Procedures

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

Section 7. Arming Officers

All officers in uniform and assigned to police duty shall be armed. Officers shall comply with the provisions of the (H.R. 218/S. 253) Law Enforcement Officers Safety Act of 2004.

Section 8. Smoking

NIH has established a tobacco-free HHS initiative which prohibits the use of tobacco products in on-campus buildings and in all government vehicles. Employees agree to comply with these "tobacco free" initiatives, and any others which the NIH may promulgate on its campuses.



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ARTICLE 13. EQUAL OPPORTUNITY

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



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ARTICLE 14. WORKERS' COMPENSATION AND DISABILITY CLAIMS

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



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ARTICLE 15. EMPLOYEE ASSISTANCE PROGRAM

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



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ARTICLE 16. REDUCTION IN FORCE

Section 1. RIF

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

Section 2. Notification

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

Section 3. Specific Notice

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

Section 4. Re-employment Priority

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

Section 5. Appeals

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



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ARTICLE 17. CONTRACTING OUT

Section 1. Contracting Out

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

Section 2. Notification

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



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ARTICLE 18. FACILITIES, UNIFORMS, AND EQUIPMENT

Section 1. Locker

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

Section 2. Uniform Cleaning

The Agency agrees to pay for dry cleaning and alterations of uniforms and for necessary uniform replacements when the replacement is not due to negligence or abuse. This portion includes detectives on Executive Protection and Plain Clothes detail officers. Officers working short term plain clothes details may submit an email request to their Commander to have their working plain clothes cleaned. All requests shall be decided on a case by case basis.

Section 3. Feasibility Study

NIH may conduct a feasibility study to construct a separate Division of Police facility on the NIH Campus in Bethesda.

Section 4. Footwear

Two (2) pairs of footwear will be issued to each officer, either boots or shoes or one of each. Officers may request replacement of foot apparel with approval of his supervisor if equipment becomes unserviceable.

Section 5. Battle Dress Uniform (BDUs)

All officers will be issued one (1) set of Blue BDUs. These BDUs will be used for training purposes.



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ARTICLE 19. CIVIC RESPONSIBILITIES

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



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ARTICLE 20. DISCLOSURES OF FINANCES

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



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ARTICLE 21. MISCELLANEOUS PROVISIONS

Section 1. Parking 3rd Relief

Reserved Parking for NIH Police officers on the 3 Relief (2 p.m. to 10:30 p.m.) will receive red parking stickers for their private vehicles which will allow them to park in reserved red spaces. Upon approval from the supervisor, an officer may move their vehicle, during their tour of duty, to a parking space closer to the DP offices.

Section 2. First Aid Kits

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

Section 3. Lock Box

Agency will provide and maintain lock boxes that are physically located within the DP for off duty firearms carried by officers as provided by the Law Enforcement Officers' Safety Act (H.R. 218/S. 253) signed into law July 22, 2004.

Section 4. Officer Assistance

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

Section 5. Retired NIH DP Officer Credentials

All officers who retire in good standing from the Agency shall be issued photo credentials along with the appropriate NIH Police retirement badge.

Section 6. Prior Memorandums of Understanding (MOUs)/Agreements

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



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ARTICLE 22. DISTRIBUTION OF CONTRACT

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



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ARTICLE 23. DURATION OF THE CONTRACT

Section 1. Effective Date

The effective date and the anniversary date of this Contract shall be the date of approval by the Agency Head. This Contract will expire on the fourth (4th) year anniversary date. It shall be automatically renewed for successive periods of one (1) year, unless either party gives written notice to the other of its desire to renegotiate the Contract. The written notice must be given at least 30 days prior to the expiration of the anniversary date. The other party promptly upon receipt must acknowledge the notice. Upon notice being given of intent to renegotiate, the Contract and amendments shall remain in effect until a new Contract is reached.

Section 2. Mid-term Negotiating

- A. During the (4) four year life of this Agreement, the Union or Agency may submit for mid-term negotiations;
 - 1. After (2) two years from the effective date of this Agreement. No more than (4) four new proposals not expressly covered by this Agreement may be submitted by either party.
- B. When either party receives a written proposal, a meeting, if necessary, will be scheduled within (10) ten days to review the Union's proposal.
- C. Written counter proposals may be submitted within (30) thirty days after the proposal.
- D. The Parties will meet at mutually agreeable times and places to conduct negotiations. If the Parties cannot reach agreement, applicable procedures will apply.

Section 3. Amendments

This Contract will be amended as required to comply with law, court decisions, or regulations, as provided in Article 3, Section 2. A written notice of the need to amend the Contract shall be made to the other party and shall be accompanied by specific Contract language proposals. Representatives of the Agency and the Union will meet to negotiate the matter and no changes other than those required shall be considered. Such amendments will become effective upon approval by the Director of Personnel, Office of the Secretary, Department of Health and Human Services.



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Reference Page

- ❖ Division of Police Directives- (located on the P Drive)
- ❖ Merit Promotion Plan <https://policymanual.nih.gov/2300-335-1>
- ❖ Performance Evaluations, Performance Improvement Plans
 - Performance Management
 - <https://hr.nih.gov/competency/performance-management>
 - <https://hr.nih.gov/workforce/performance-management/performance-management-appraisal-program-nihhttps://www.hhs.gov/about/agencies/asa/ohr/hr-library/4301/index.html>
- ❖ General NIH Policy Manual <https://policymanual.nih.gov/browse/index>
- ❖ Retention Pay <https://policymanual.nih.gov/2300-575-1>
- ❖ NIH Policy Manual Search <https://policymanual.nih.gov/search/index>
- ❖ OPM Index <https://www.opm.gov/a-z-index/>
- ❖ OPM Facts Sheets Pay/Leave <https://www.opm.gov/policy-dataoversight/pay-leave/salaries-wages/fact-sheets/>
- ❖ OPM Forms <https://www.opm.gov/forms>

Foot Note: The Employer will follow the NIH Division of Police Directives, NIH/HHS policies and OPM regulations as applicable to the officers and referenced above. This reference page is provided to make it easier for the BUE to find information on topics of interest. The Agency agrees that they will meet their legal obligations of notice and duty to bargain upon request on more than de minimus changes according to the Statue for items outside of term and midterm bargaining.

The Agency agrees that it will timely update and provide access to the officers of the Division of Police P drive with the current directives that its officers are required to follow.



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Appendix A. Grievance Form

FOP STANDARD NEGOTIATED GRIEVANCE FORM

PART 1: INITIATE GRIEVANCE

(To be completed by employee/Union to initiate grievance process)

Do you request to consult with a union steward concerning this issue? YES NO

Union Representative Name Representative Contact Phone

Employee of Grievance Representative of Employee

Request a meeting to discuss your grievance YES NO Current Work Schedule (Tour of Duty)

Grievant Employee Grievant Signature Date

Part 2: RECORD OF GRIEVANCE

Please complete Part 1 and Part 2 of this form, and return it to the Designated Management Official (DMO). In order for the grievance to be considered, Parts 1 and 2a - 2d must be completed upon submission to the DMO. Please note, signing of Part 2a indicates you are affirmatively electing the Negotiated Grievance Procedure over any other available statutory procedure, and must be signed prior to the grievance meeting. The DMO will provide a receipted copy of the form to the employee and the Employee and Labor Relations specialist. If the employee did not elect a Union representative, a copy of the grievance will also be provided to the Union Chairman.

2.a. It is understood by the parties that upon initiation of discussion of the grievance at Step 1, the employee has affirmatively elected to use the Negotiated Grievance Procedure versus any other available statutory procedure.

GRIEVANT/REPRESENTATIVE SIGNATURE:

2.b. BRIEFLY DESCRIBE THE INCIDENT CAUSING THE GRIEVANCE (Include date, time, and place, management officials involved, and witnesses if any. If more space is needed, use separate sheet of paper and check SEE ATTACHMENT below)

SEE ATTACHMENT

2.c. IDENTIFY ARTICLE(S) OR SECTION(S) of the Collective Bargaining Agreement or law alleged to have been violated.

SEE ATTACHMENT

2.d. IDENTIFY THE REMEDY YOU SEEK (must be personal to the employee(s))

SEE ATTACHMENT

Part 3: STEP 1 GRIEVANCE

Supervisor Step 1 Acknowledgement

Supervisor Name Printed	Supervisor Signature	Supervisor Contact Phone
Date of Receipt	Date Sent to Union	Date Sent to ER/LR

Record of Step 1 Grievance Meeting

(To be completed by the DMO at the end of the grievance meeting and provided to the grievant/union)

THIS IS TO CERTIFY THAT THE STEP 1 GRIEVANCE MEETING WAS HELD ON:

Date	Time	DMO Signature
------	------	---------------

STEP 1 GRIEVANCE DECISION

SEE ATTACHMENT

Printed Name & Signature of DMO	Date	Date Provided to Union/Employee
---------------------------------	------	---------------------------------

If your grievance is not resolved to your satisfaction, you may submit the grievance to the next step of the grievance procedure by signing and dating this form below. Attach any additional information you believe that is directly related to the grievance. Items raised that are not directly related to the existing grievance will need to be raised as a new grievance.

SEE ATTACHMENT

Part 4: STEP 2 GRIEVANCE

Request a meeting to discuss your grievance	YES NO	Current Work Schedule (Tour of Duty)
Printed Name of Grievant or Representative	Signature of Grievant or Representative	Date

Supervisor Step 2 Acknowledgement

Supervisor Name Printed	Supervisor Signature	Supervisor Contact Phone
Date of Receipt	Date Sent to Union	Date Sent to ER/LR

Record of Step 2 Grievance Meeting

(To be completed by the DMO at the end of the grievance meeting and provided to the grievant/union)

THIS IS TO CERTIFY THAT THE STEP 2 GRIEVANCE MEETING WAS HELD ON:

Date	Time	DMO Signature
------	------	---------------

STEP 2 GRIEVANCE DECISION

SEE ATTACHMENT

Printed Name & Signature of DMO	Date	Date Provided to Union/Employee
---------------------------------	------	---------------------------------

If your grievance is not resolved to your satisfaction, you may submit the grievance to the next step of the grievance procedure by signing and dating this form below. Attach any additional information you believe that is directly related to the grievance. Items raised that are not directly related to the existing grievance will need to be raised as a new grievance.

SEE ATTACHMENT

Part 5: STEP 3 GRIEVANCE

Request a meeting to discuss your grievance	YES NO	Current Work Schedule (Tour of Duty)
---	--------	--------------------------------------

Printed Name of Grievant or Representative	Signature of Grievant or Representative	Date
--	---	------

Supervisor Step 3 Acknowledgement

Supervisor Name Printed	Supervisor Signature	Supervisor Contact Phone
Date of Receipt	Date Sent to Union	Date Sent to ER/LR

Record of Step 3 Grievance Meeting

(To be completed by the DMO at the end of the grievance meeting and provided to the grievant/union)

THIS IS TO CERTIFY THAT THE STEP 3 GRIEVANCE MEETING WAS HELD ON:

Date	Time	DMO Signature
------	------	---------------

STEP 3 GRIEVANCE DECISION

SEE ATTACHMENT

Printed Name & Signature of DMO	Date	Date Provided to Union/Employee
---------------------------------	------	---------------------------------

If your grievance is not resolved to your satisfaction, you may submit the grievance to Arbitration through the grievance procedure by signing and dating this form below. Attach any additional information you believe that is directly related to the grievance. Items raised that are not directly related to the existing grievance will need to be raised as a new grievance.

SEE ATTACHMENT

Part 6: INVOKE ARBITRATION

Invoke arbitration?	YES	NO
Printed Name of Grievant or Representative	Signature of Grievant or Representative	Date

Supervisor Arbitration Acknowledgement

Supervisor Name Printed	Supervisor Signature	Supervisor Contact Phone
Date of Receipt	Date Sent to Union	Date Sent to ER/LR

Case File Documentation

Total pages:

Additional notes for the file: