

1999
*Labor-Management Agreement
between the*

National Park Service
United States
Department of the Interior
and the

Fraternal Order of Police
United States Park Police Labor Committee

TABLE OF CONTENTS

PREAMBLE	1
1 PARTIES AND PURPOSES OF THE CONTRACT	2
2 PROVISIONS OF LAW AND REGULATIONS	4
3 RIGHTS AND OBLIGATIONS OF THE EMPLOYER	4
4 RIGHTS AND OBLIGATIONS OF OFFICERS AND THE UNION	5
5 LABOR MANAGEMENT PARTNERSHIP	8
6 UNION REPRESENTATIVES	10
7 PERFORMANCE APPRAISALS	14
8 GRIEVANCE PROCEDURE	15
9 ARBITRATION	22
10 TOURS OF DUTY AND WORKWEEK	24
11 SPECIAL ASSIGNMENT POSITIONS	27
12 PREFERRED ASSIGNMENTS	29
13 DISTANT GEOGRAPHICAL ASSIGNMENTS	31
14 TARDINESS.....	33
15 TRANSFER SYSTEM.....	33
16 COMPLAINTS AGAINST OFFICERS	34
17 DISCIPLINARY ACTIONS	36
18 ADVERSE ACTIONS	39
19 TRAINING	39
20 DISCLOSURE OF FINANCES	40
21 NON-CLINIC SICK LEAVE	40
22 INCENTIVE AWARDS	41
23 SAFETY AND HEALTH	42
24 CIVIC RESPONSIBILITIES	42
25 EQUAL OPPORTUNITY	43
26 ALTERNATIVE WORK SCHEDULES	43
27 USE OF OTHER OFFICIAL FACILITIES	44
28 EMPLOYEE ASSISTANCE PROGRAM	44
29 REDUCTION IN FORCE	45
30 PERSONNEL INFORMATION	46
31 WORKERS' COMPENSATION, DISABILITY CLAIMS AND PERFORMANCE OF DUTY CLAIMS	47
32 VOLUNTARY LATERAL TRANSFERS PRIVATE- PATROL OFFICER	47
33 TRUTH DETECTION DEVICES	48
34 TECHNICIAN POSITIONS.....	48
35 PHONES, FAXES and COPIERS	48
36 BILLS OF COLLECTION	49
37 CONTRACT SCOPE.....	49
38 DAY CARE.....	49
39 DETECTIVE PROMOTION PROCESS	49
40 E-MAIL.....	49
41 FACILITIES, UNIFORMS, AND EQUIPMENT	50
42 FLSA OVERTIME	50
43 HOME TO WORK VEHICLES	50
44 DUES WITHHOLDING	51
45 DISTRIBUTION OF CONTRACT	52
46 DURATION OF THE CONTRACT	52

PREAMBLE

WHEREAS, the public interest requires high standards of performance and continual development and implementation of modern and progressive work practices to facilitate improved performance and effectiveness; and

WHEREAS, the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment within the jurisdiction of the , National Park Service; and

WHEREAS, the provisions here mutually agreed to lead to the maintenance of constructive and cooperative relationships between labor organizations and management officials,

NOW, THEREFORE, this contract is entered into for the benefit of the and the represented unit Officers of the United States Park Police.

1 PARTIES AND PURPOSES OF THE CONTRACT

1.1 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 Interior and the National Park Service, the following articles constitute a Contract by and between the National Park Service, hereinafter referred to as the Employer, and the Fraternal Order of Police United States Park Police Labor Committee, hereinafter referred to as the Union.

1.2 Intent and Purpose

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

Witnesseth: 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 Park Service, and to provide means for amicable discussion and adjustment of matters of mutual interest do agree to the following provisions; now therefore:

1.3 Recognition

The National Park Service recognizes that the Fraternal Order of Police United States Park Police Labor Committee is the exclusive representative of all employees in the unit as defined in Section 4. 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.

1.4 Unit Determination

The recognition Unit includes all non-supervisory United States Park Police officers. 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, employees classified as "Guards," and supervisors as defined in the statute.

1.5 Definitions .

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

A. *Officer* The term applicable to United States Park Police Privates and Detectives who constitute the Unit as defined in Section 4 of this Article.

B. *Confer*. Oral or written discussion between representatives of the Employer and representatives of the Union 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 Unit.

C. Impasse: The inability of the representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.

D. Negotiation: Bargaining of representatives of the Employer and the Union on appropriate issues relating to the terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable agreement.

E. Emergency Situations

1. What is an Emergency Situation?

An emergency situation is one that poses sudden, immediate or unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

2. What is NOT an Emergency Situation?

For the purposes of this Contract, an emergency situation does not encompass circumstances such as the following:

a. An institutional event. It is recognized, however, that circumstances may occur that would create an emergency situation as defined in subsection E.1. above.

b. A situation initially arising as an emergency situation that becomes and remains stable and predictable, permitting proper planning and application of all of the provisions of this Contract.

3. In any case, notice shall be provided as quickly as possible in all instances and, as circumstances permit, qualified volunteers shall be used first for an emergency situation assignment.

4. The Union headquarters office or Union Chair, as soon as practicable, shall be notified by telephone of the existence of an emergency. Whenever a written document is used as notice of an emergency, a copy of that document will be sent to the Union headquarters office or Union Chair as soon as practicable.

F. Worksites: Consist of a group of officers assigned to the following locations and others as mutually agreed:

- Traffic Safety Unit (SSG)
- Central District
- GWMP Substation (West District)
- Rock Creek Substation (West District)

- B&W Parkway Substation (East District)
- Anacostia Substation (East District)
- HMP
- S.W.A.T. (Special Forces Branch)
- Aviation (Special Forces Branch)
- Motorcycle (Special Forces Branch)
- K-9 (Special Forces Branch)
- K-9 (Support Services Group)
- HMP Training Staff
- Criminal Investigations Branch
- Identification Section (Criminal Investigations Branch)
- Services Division
- Communications (Services Division)
- San Francisco Field Office
- CIB-San Francisco Field Office
- HMP-San Francisco Field Office
- Liberty Island (New York Field Office)
- Staten Island (New York Field Office)
- Floyd Bennett Field (New York Field Office)
- Marine Unit (New York Field Office)
- HMP (New York Field Office)
- GIB (New York Field Office)

G. Worksite Unit: A group of employees who by their work functions are separate and distinct from another group of employees within a worksite.

2 PROVISIONS OF LAW AND REGULATIONS

2.1 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, Office of Personnel Management, and the Department of the Interior.

2.2 Effect of Conflict With Law, etc.

Any portion of this Contract or Supplemental Contracts that presently or in the future conflicts with any law, government-wide regulations/mandates, applicable court decisions becomes null and void. However, this Contract is not subject to future Department of the Interior or National Park Service regulations unless they are required by law or by regulations of an authority outside the Department of the Interior.

3 RIGHTS AND OBLIGATIONS OF THE EMPLOYER

3.1 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
- 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.

3.2 Negotiation Responsibilities

Management shall negotiate, consult and/or confer as appropriate in accordance with law, rule, Regulation, Executive Order, and government-wide mandate.

3.3 Method of Acting

Management shall not act in an arbitrary or capricious manner when exercising its rights.

3.4 Work Rules

The right to make reasonable rules and regulations concerning the day-to-day activities unique to a worksite shall be considered an acknowledged function of Management officials of the Employer. Management officials shall consult with the Union Steward prior to implementation. The Employer's regulations or published policies pertaining to personnel policies, practices, and matters affecting working conditions shall remain in full force and effect and may only be modified or superseded by regulations of higher authority or via procedures set forth in this Contract.

3.5 Executive Orders

The Employer shall comply with all applicable Executive Orders.

4 RIGHTS AND OBLIGATIONS OF OFFICERS AND THE UNION

4.1 Union Rights

The Employer shall in no way restrain, intimidate, interfere with, coerce, or discriminate against designated members of the Union in the exercise of their right to serve as representatives for the purpose of collective bargaining, handling of grievances and appeals, furthering effective labor-management relations, or acting in accordance with applicable regulations and agreements on behalf of an Officer or group of Officers within the Bargaining Unit. .

4.2 Formal Meetings & Discussions

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer 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 Employer 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.

4.3 Formal Questioning

Whenever a Unit member is subjected to formal systematic questioning by representatives of the Employer where a disciplinary or adverse action is contemplated or where the Officer reasonably believes that the examination may result in disciplinary action, or for any reason that could lead to criminal charges, or where a grievance is in progress, the Officer being questioned shall, upon request, have the right to be represented by a Union representative. Whenever an officer is issued a "Garrity Warning" the Employer shall advise the officer in writing of his/her "Weingarten Rights". Failure to advise an officer of his/her "Weingarten Rights" shall not necessarily preclude the Employer from taking disciplinary/adverse action.

4.4 New Officer Orientation

The Union shall have the right to have representatives participate in orientation sessions held for new Officers, not to exceed 1 hour. No more than two Union representatives shall be on official time.

4.5 Equitable Contract Application

An Officer has the right to have both the Employer and the Union apply all provisions of this Contract fairly and equitably to all Officers without regard to race, creed, color, national origin, sex, age or as prescribed in existing regulations, marital status, physical handicap, lawful political affiliation(s), or membership or non-membership in a lawful

Union.

4.6 Distribution of Documents to Union

The Union has the right to receive a copy of all current Employer-issued rules and regulations relating to personnel policies, practices, and working conditions that affect the Unit.

4.7 New Officer Notification

All new Officers within the Bargaining Unit shall be informed that the Union is the exclusive representative of the Officers' Unit.

4.8 Bargaining Unit Information

The Union will receive a copy of the Special Orders concerning the names, positions, grades, assignments, and dates of entry of new Officers in the Unit as well as transfers, promotions, and resignations of Unit Officers. A Union representative, after contacting the Commander, Force Personnel Section, may visit that Section once each pay period to review personnel actions for Officers in the Unit to the extent that it does not violate the Privacy Act.

4.9 Right to represent

The Union, as representative of Officers, shall have the right and responsibility to present its views to the Employer either orally or in writing concerning grievances and personnel policies and practices or other matters affecting general working conditions of Officers.

4.10 Fair Representation

The Union will represent all employees in the Bargaining Unit on a fair and equitable basis.

4.11 Union Representative Training

Eight hours of administrative leave per year shall be permitted to Union Stewards for attendance at Union-sponsored training sessions.

4.12 Union Internal Business

Any activities performed by any Officer 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 Officer is in a non-duty status.

4.13 Prohibited Practices

The Union shall not call or engage in a strike, work stoppage, or slowdown in a labor-management dispute, or condone any such activity by failing to take affirmative action to prevent or stop it.

4.14 Picketing

The Union may engage in informational picketing that does not interfere with agency operations. Such picketing shall be conducted in accordance with rules and regulations concerning gatherings on Federal property. Such picketing shall be conducted during the Officers' non-duty hours and Officers are not permitted to wear the Force uniforms or to use Force vehicles, equipment, or supplies during such picketing.

4.15 In-Service Sessions

Management may allow the Union 1 hour in all in-service classes (Bargaining Unit and managers) to address Union concerns regarding labor management relations issues.

5 LABOR MANAGEMENT PARTNERSHIP

5.1 Labor Management Partnership Council

The parties hereby agree to establish a Labor Management Partnership Council (LMPC). The purpose of the LMPC is to discuss such matters as:

- A. The interpretation and/or application of the terms and conditions of this Contract
- B. Matters giving rise to the obligation to consult with the Union
- C. Employee working conditions
- D. Health and safety issues
- E. Equal opportunity issues
- F. Training and upward mobility issues
- G. The resolution of disagreements, outstanding issues, or problems without formal negotiations

5.2 Labor Management Partnership Council Membership

The LMPC shall be composed of the following:

- A. Union Representatives on the LMPC chosen by the Union are:
 - 1. The Union Chairman or his/her designated representative
 - 2. The Union Washington, DC, Executive Chief Steward or his/her designated representative .
 - 3. The Union New York Executive Chief Steward or his/her designated representative .

4. The Union California Executive Chief Steward or his/her designated representative

B. Employer Representatives on the LMPC chosen by the Employer are:

1. The United States Park Police Chief or his/her designated representative

2. The United States Park Police Operations Division Deputy Chief or his/her designated representative

3. The United States Park Police Field Offices Division Deputy Chief or his/her designated representative

4. The United States Park Police Services Division Deputy Chief or his/her designated representative

5.3 LMPC Guidelines

A. The Employer agrees to provide a suitable location for the meetings of the LMPC within the Washington, DC, metropolitan area.

B. The LMPC shall meet monthly or more frequently, as needed, by mutual agreement.

C. Meetings will be scheduled to start between 1000 and 1300 hours Eastern Time.

D. Representatives will be on official time while attending meetings of the LMPC if in a duty status.

E. Schedules will be changed to permit attendance at meetings of the LMPC.

F. The Employer will bear no cost of non-employee representatives to the LMPC.

G. The Employer will provide transportation, if available, from the worksite for representatives attending LMPC meetings who are assigned to Washington, DC metropolitan area.

H. The Employer shall bear the cost of teleconferencing, through the use of the Employer's phones, for attendees not in the Washington, DC metropolitan area.

I. A representative from Labor Relations, selected by the Chief, Branch of Employee and Labor Relations shall be the moderator of the LMPC.

5.4 Labor Management Partnership

The parties hereby agree to establish Labor Management Partnership Committees (PC) for the purpose of formulating resolutions to such matters as: the interpretation and/or application of the terms and conditions of this Contract, matters giving rise to the

obligation to consult with the Union, matters giving possible rise to Union grievances and misunderstandings; training and upward mobility opportunities; Employee working conditions; equal opportunity and Employee health and safety; resolution of disagreements, outstanding issues, or problems without formal negotiations . The Labor Management Partnership Council (LMPC) shall create the following standing PCs:

- A. Pay, Benefits & Budget
- B. Equipment & Uniforms, Operations & Procedures
- C. Facilities, Training & Safety

5.5 Partnership Committees

These PC's shall serve as subcommittees of the LMPC. They will prepare written minutes of their deliberations and transmit them to the LMPC. They will work on preparing resolutions for issues as assigned by the LMPC. The LMPC may create other PCs to address specific issues at its discretion. The LMPC shall assign issues to specific or multiple PCs based on the subject matter of the issues.

5.6

Each PC shall consist of no less than two representatives from the Union and two representatives from management. The Union shall appoint its representatives. The Chief of Police or his/her designee shall appoint the management representatives. Each PC shall be jointly chaired by one representative of the Employer and one representative of the Union.

5.7

The purpose of the PC's is to review alternatives and propose resolutions to the LMPC. The PC's shall be responsible for preparing written reports detailing proposed resolutions on issues to the LMPC. Should a single resolution not be reached by the PC, then the Union and Employer Representatives shall each submit their respective resolutions to the LMPC.

5.8

The Employer agrees to provide a suitable location for the meetings of any PC within the Washington, DC metropolitan area. Each standing PC shall meet quarterly or more frequently, as mutually agreed.

5.9

The Employer will bear no cost of non-employee representatives to any PC meeting. The Employer will provide transportation from the worksite for representatives attending LMPC meetings who are assigned to the Washington, DC metropolitan area, based on availability.

The Employer shall bear the cost of voice conferencing the PC meetings using government

telephones for attendees or members of the committee who are not in the Washington, DC, metropolitan area. -

5.10

The parties recognize that PCs' are forums to solve problems informally and are not a substitute for the negotiations process. Positions in any meeting of any PC or the LMPC shall not be used by the other party as evidence in any formal negotiations process.

6 UNION REPRESENTATIVES

6.1 Official Time

Both parties to this Contract have the responsibility to confer and negotiate in good faith and otherwise in such manner as will further the purposes of the Civil Service Reform Act. Also, they agree to make every reasonable effort to resolve all differences that arise between them in connection with the administration of this Contract.

In order to facilitate and expedite the resolution of relevant concerns between the Employer and the Union and thereby minimize labor relations problems having a detrimental effect on the Employer's operations, the Employer agrees to:

A. Assign the Chair of the Union to a scheduled tour of duty between 0600 and 1800 ; Monday through Friday, to perform activities authorized by the Statute. Under normal circumstances the Chair shall be allowed at least 24 hours of the workweek to work on labor relations matters. The Chair may designate a substitute when he/she is on leave for more than 4 days. The Chief may designate a suitable worksite/location to which this person will be assigned.

B. The Employer shall make available an additional 400 hours of official time to Union Representatives for labor relations matters. Requests for such time shall be submitted in writing by the Union Chair and approved by the Employer. The Employer shall not unreasonably deny requests for use of time under this contract provision.

6.2

The use of official time shall:

A. Be limited to labor relations matters directly pertaining to the Unit described in Article I;

B. Be recorded in conformance with the provisions of Section 14;

C. Not be used for the conduct of internal Union affairs or other activities excluded by statutory prohibitions or applicable decisions by judicial or quasi-judicial entities; and,

D. Not be used for unwarranted absences.

6.3

A. The Chief, Branch of Employee and Labor Relations; is the designated representative of the Employer and, as such, is the principal point of contact with the Union in conducting labor relations activities. Union representatives must notify the Chief, Branch of Employee and Labor Relations, prior to any contact with staff officials. However, Union representatives who are U.S. Park Police Officers are not precluded from contacting directly the Chief, U.S. Park Police, or his/her representatives.

B. It is agreed that the Chair of the Union or his/her designated representative is the spokesperson for the Union in carrying out conductive business with the Employer.

C. It is agreed that the Union shall advise the Employer in writing of law firms it has retained to represent it in Washington, DC, metropolitan area and any field offices, and it shall keep current such notification. It is understood that an agreement between a representative of such law firm and the Employer, either oral or written, shall be binding on the Union and members of the Bargaining Unit.

6.4

The Employer agrees to recognize the Vice Chair, Executive Chief Stewards, and Stewards duly authorized by the Union, subject to the conditions stated herein.

6.5

Union representatives shall conduct-themselves in a professional manner consistent with the Federal Labor Relations Statute.

6.6

Both the Union and the Employer shall recognize the Steward's dual relationship with Management; where the Steward functions as an Officer under supervision of designated supervisory personnel. When the Steward meets with Management's supervisory echelon for discussions, recognition shall be given to the role of the Steward as an official representative of the Union with status equal to that of a Management representative. It is agreed that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

6.7

Representatives as identified in Section 6.11 will conduct their Union representation function with dispatch during working hours and shall not use their offices for unwarranted absences from their duty posts. Stewards, when leaving their duty posts, shall first obtain permission from their immediate supervisor. Permission will also be obtained from the supervisor of any officer being contacted. Such permission will not unreasonably be withheld. They will report their return to work to their supervisors.

6.8

Except in case of emergencies, or based upon the needs of the Service, the Employer agrees not to reassign or detail Stewards from one worksite to another without notifying the Officer at least 7 days in advance of such reassignment or detail. A Steward may be assigned to another worksite after reporting to his/her regular worksite Management will normally permit the Steward to perform previously scheduled Steward functions.

6.9

It is mutually agreed that the role of the Executive Chief Steward is:

- A. To be immediately concerned with actions occurring in the worksites within the geographic area designated by the Union.
- B. Should his/her services as an Executive Chief Steward be requested or required in other components, as determined by the Chair of the Union or requested or required by Management officials, adequate time will be allowed for necessary action to obtain facts for use in presenting problems for resolution.
- C. Take action, upon the request of designated Stewards and officials of the Union, to attempt to resolve complaints and grievances through the chain of command.
- D. Be aware of personnel or working condition problems and take action on his/her own initiative by pursuing such through established official channels.
- E. When officially requested by labor management relations third parties for witness duties or when designated as representatives in third party formal disputes, (e.g., MSPB, FLRA and arbitration), unit Employees will have their tours of duty changed to be on official time, if Management is notified within a reasonable period of time prior to the activity unless the Employee provides Management with an acceptable reason for not complying. An exception will be made by Management if the Employee cannot be spared due to Service mission-oriented duties taking priority.

6.10

It is mutually agreed that the role of the Steward within the geographic area designated by the Union is to:

- A. Advise Management and the Union of potential problem areas, with a view of improving working conditions for the prevention of complaints and for the mutual benefit of all parties.
- B. Advise or assist Officers to seek resolution of complaints and grievances in the most expeditious and mutually satisfactory manner through discussion with the appropriate supervisory level in the worksite.
- C. Seek to determine the merits of an Office's complaint through the collection and

consideration of facts.

D. Advise the Officer on the merits of his/her complaint and/or grievance and on the action that it deserves.

E. Assist the Officer by referring an unresolved grievance to the appropriate Chief Steward.

F. Other duties as assigned by Union officials authorized by the statute.

6.11

A. The Union is entitled to designate one Steward for every 20 officers or part thereof in the Bargaining Unit. Furthermore, seven Union Executive Committee members may be designated as Shop Stewards. The Union shall organize the assignment of Stewards reasonably based upon geographic and worksite considerations.

B. With approval of the Chair, an Officer's Chief Steward will assign an alternate Steward to represent the grievant when his/her designated Steward is unavailable.

C. The Union agrees to furnish to the Employer a list of the Employees designated to serve as Union representatives. The list may be changed at any time. However, the Employer is not required to recognize new appointees prior to receipt of written notification. Individuals not listed on this list shall not be recognized as Union representatives.

6.12

A list of the names of designated Stewards and Officials of the Union will be posted on official Union bulletin boards located in U.S. Park Police facilities.

6.13

The Union, in recognition of its responsibility, agrees to train its Chief Stewards and Stewards in the scope of their duties and the manner in which such duties are to be accomplished. The Union acknowledges responsibility for the conduct of its representatives in their role as a Union Official. The Employer has the right to consult with the Union regarding the actions of its representatives.

6.14

The parties agree that the means used by the Employer to collect and to make as a matter of record the official time an Officer uses in representing other(s) under this Contract and/or the Statute will be through the completion of the form shown in Appendix A of this Contract.

6.15

Changes in the scheduled tour of duty of an Officer may be made to accommodate that

Officer who is an official of the Union, including the Chief Steward, Steward and Executive Board members who are members of the Bargaining Unit, so that he/she may participate in Union meetings. Changes in such will be considered only after the Commander of the worksite, U.S. Park Police, has received a request from the Officer involved.

7 PERFORMANCE APPRAISALS

7.1

The Performance Appraisal System is an ongoing process that involves continuous communication between the Officer and supervisor to review and reassess work performance, identify problems and hindrances, and exchange information about possible solutions.

7.2

All performance indicators and critical results shall be fair and equitable, and shall be consistent with position descriptions for the job, and provide for the objective evaluation of job performance.

7.3

Normally, performance appraisals will be done by the Officer's immediate supervisor who is responsible for assigning, reviewing, and evaluating an Officer's work. .

7.4

The Officer shall receive a copy of the performance indicators and critical results within 90 days from the start of the appraisal period. The Employer will notify the officer when a part of the performance indicators and critical results have been changed or altered.

7.5

If an Officer's performance is believed to be below a satisfactory level, the supervisor shall notify the Officer of the following in writing:

- A. The critical result(s) for which the Officer's performance is below a satisfactory level and the performance indicator(s) for that critical result(s)
- B. The specific reasons why the Officer's work performance is below a satisfactory level
- C. What an Officer must do to bring his/her performance up to a satisfactory level
- D. That the Officer shall have at least 90 days in which to improve deficient performance. At the end of that period; the Officer will be evaluated and the supervisor shall assign the performance rating.

7.6

A reduction in grade or a removal taken as a result of a performance appraisal shall be treated in the manner described in the Article entitled Adverse Actions.

7.7 Performance Review Process

When an Officer disagrees with a performance appraisal rating, the Officer may file a grievance as specified under Article 8 of this Agreement.

7.8

The Officer shall receive a copy of his/her annual evaluation.

8 GRIEVANCE PROCEDURE

8.1

It is the purpose of this Article to provide Officers, the Union, and Management the procedure available to them for the processing of grievances. Except as excluded in Sections 2 and 3 of this Article, a grievance is any complaint:

- 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 of any Officer
- C. By any Officer, the Union, or the Employer 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 affecting conditions of employment

8.2 Other Available Grievance Procedures

The procedure outlined in this Article is the exclusive grievance procedure available to Officers for the resolution of grievances as described in Section 1, except that the Officer has the right of choice between this procedure or a statutory appeal procedure for adverse actions, reprisal for whistle blowing or discrimination complaints unless prohibited by law, rule, or regulation. In these instances, the Officer exercises the choice for the grievance procedure when the grievance is submitted in writing to the designated Management official or for the applicable statutory appeal procedure when submitted in writing to the appropriate official. One or the other of these methods of appeal may be used, but not both. Once made, the decision is irrevocable.

Complaints or appeals covered by other intra-Departmental review methods will be processed in accordance with procedures described specifically for those issues. The

only matters to be reviewed under special procedures are:

- A. Government Housing and Utilities (41 CFR 114-52.602)
- B. Divestiture Orders (43 CFR 20.735-43)
- C. Separation of Probationers (370 DM 315)
- D. Appeals from U.S. Park Police Trial Boards (76 Stat. 907)

If the Union/Officer has submitted a timely grievance under an inappropriate procedure, the Employer will notify the grievant of the correct procedure to be utilized, and such resubmitted grievance shall be considered timely as long as the grievance is otherwise timely.

8.3 Matters Not Covered

The following matters are considered not grievable under the provisions of this procedure:

- 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.
- 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.
- F. Non-selection for promotion or any assignment from a group of properly ranked and certified candidates.
- G. Non-adoption of a suggestion processed under the Incentive Awards Program or disapproval of a performance award or other kind of honorary or discretionary award.
- H. The content of published agency policy after it has been properly presented in accordance with Chapter 71, Title 5, U.S. Code.
- I. A preliminary warning or notice of an action that, if effected, would be covered by this procedure, including an advance notice of a disciplinary or adverse action.
- J. The substance of critical results and performance indicators processed in accordance with the requirements of 5 U.S.C. 43 and 5 CFR 430.
- K. Reduction in Force.

8.4 Termination of Grievance

The Employer may terminate a grievance upon:

- A. The Union's or the Officers written request.
- B. Termination of the Officer's employment, unless the relief sought may be granted after termination of employment. .
- C. The death of an Officer, unless the grievance involves pay and there are survivors who may benefit, or the Union pursues it on behalf of the membership.

8.5 Grievability

Questions of grievability or arbitrability may be processed only in accordance with the provisions of the Article entitled Arbitration.

8.6 Official Time for Grievances

If in an active duty status, the Officer and one Union representative shall be allowed reasonable official time to discuss and present the grievance, to obtain information from the Employer's records relative to the grievance, and to write (not to exceed 1 hour) the grievance on the Employer's premises.

8.7 Transportation

If transportation is available and if in an active duty status, the grievant and the Unit member Union representative will be provided transportation only to U.S. Park Police worksites or to U.S. Park Police Headquarters, for the purpose of discussing a grievance, obtaining information relative to the grievance, and presenting the grievance. Transportation between field offices is not provided. Field Offices are defined as Washington, DC metropolitan area, New York, and California.

8.8 Option to Union Representative

Any Officer or group, of Officers may present a grievance and have it adjusted without representation of the Union, provided the resultant adjustment is not inconsistent with the terms of this Contract. A Union representative shall be given an opportunity to be present at such adjustment and has the right to make known the Union's views at the appropriate time. The representative shall be on official time if in an active duty status.

8.9 Union Rights

The Union shall have the following rights in Officer grievances:

- A. To receive a copy of the grievance as presented by the Officer.
- B. To be notified with as much advance notice as is possible but with no less than 48 hours notice of the time and place of the Officer's meetings/discussions/oral presentations with Management officials. The notification period may be waived at

the discretion of the Union.

- B. To be given the opportunity to have one representative present during the Officer's meetings with the Management officials. The Union representative would be on official time if otherwise in a duty status. The Union representative may request his/her tour of duty be changed to permit attendance during duty hours. If this request cannot be granted, a postponement may be given until a suitable
- C. representative is available.
- D. To receive a copy, at no cost, of the written decision at each step of the grievance procedure. This copy shall be sent simultaneously to the grievant.

8.10 Availability of Information

- A. Upon request, a grievant and his/her representative shall be provided all information relevant to the grievance in accordance with law, rule, and regulation. Applicable personnel regulations and directives shall be made available and the Union permitted to review or make copies of same, free of charge.
- B. If the information requested in Section 8.10.A. is denied, the Employer shall give the reason for the denial.

8.11 Opportunity to Resolve Grievance

As a matter of policy, the Union agrees to provide the Employer with every opportunity to resolve complaints, grievances, and/or reports of Officer dissatisfaction before such matters are referred or presented to cognizant outside bodies. Nothing in this Article shall be construed as a bar to the informal settlement, or attempt at informal settlement, of grievances or complaints during any stage or step cited in this Article, or at any appropriate supervisory level in the chain of command.

8.12 Procedure-Officer or Union Grievance

- A. A grievance shall be submitted in writing. The grievance shall contain:
 - 1. The nature of the grievance
 - 2. Details of the incident
 - 3. Provision of the contract violated
 - 4. If relevant, the specific law, rule, or regulation violated
 - 5. Request, if desired, for oral presentation
 - 6. Specific remedy requested
- B. The specific remedy requested shall:

1. Directly benefit the grievant
2. Not request disciplinary action for another employee
3. Be subject to the control of the Employer
4. Be appropriate to the subject of the grievance

C. The following steps constitute the required procedures for the grievance process:

Step .1

Within 20 days after the grievant becomes aware of an unfavorable administrative decision or an unfavorable incident, the grievant shall present a written grievance to the supervisor of the official responsible for such action (Reviewing Official).

The Reviewing Official and the grievant may meet at the request of either party to discuss the grievance. The Reviewing Official shall render a written decision no later than 20 days from the receipt of a grievance. The reply will contain the reasons used to substantiate the decision.

If a request for an oral presentation is made to a reviewing official stationed in the Washington, DC metropolitan area by an Officer stationed outside of the Washington, DC metropolitan area, such oral presentation shall be made by government telephone.

Step 2

If Step 1 decision is unsatisfactory to the grievant, the grievant may present the grievance to the U. S. Park Police, Grievance Review Board (GRB), by submitting the grievance to the Commander, Personnel Section, U. S. Park Police, within 15 days after receipt of the Step 1 decision. The GRB shall consist of members appointed by the Chief.

Should the grievant request an oral presentation, the GRB Chairperson or his/her designated representative shall contact the grievant to schedule the oral presentation. The oral presentation may consist of the submission of affidavits or documentary evidence to support the issues outlined in the grievance. If a request for an oral presentation is made by an Officer stationed outside of the Washington, DC metropolitan area, such oral presentation shall be made by government telephone. The purpose of the GRB is to gather facts and submit recommendations to the Chief, U.S. Park Police regarding the grievance. The Chief, or his/her designee, shall issue a written decision to the grievant as soon as practicable, but no later than 45 days after the written grievance is received. The written decision shall address each issue raised by the grievant. The decision shall include:

1. A statement of the facts relied upon to make a decision

2. A statement of whether the grievance is found to be justified
3. The remedy or adjustment, if any, to be made

8.13 Procedural Exceptions

- A. Grievances filed by the Union on its own institutional behalf may be initiated at Step 2.
- B. Grievances filed by the Union on behalf of any group of Bargaining Unit employees will be initiated at the lowest level capable of resolving them.

8.14 Failure of Parties to Meet Provisions of this Article

- A. If the Management official does not issue a decision within the time limits specified above, the grievant may proceed to the next step of this procedure.
- B. If the Union/Officer fails to meet the time limits specified, the Employer may terminate the grievance. The Employer will grant, upon request, an extension of time not to exceed 15 days. The request must be in the form of a written notice of intent to file a grievance and must be received prior to the expiration of the established time limits for the appropriate step.
- C. If the Union/Officer has submitted a grievance that the agency believes does not comply with the provisions of the Article, the Employer will notify the grievant of the specific provision that does not comply and shall grant a 15 day extension of time to re-file

8.15 Invoking Arbitration

- A. If the Union is dissatisfied with the outcome of a grievance at the conclusion of Step 3 of this procedure, the provisions of the Article entitled Arbitration may be invoked..
- B. The appeal of a suspension taken under the provisions of 5 CFR 752 A and B is through arbitration.
- C. A complaint arising from the imposition of an Adverse Action, as defined in the Article entitled "Adverse Action," may be processed under the provisions of the Arbitration procedure or may be appealed to the Merit Systems Protection Board, as stated in the Article entitled "Adverse Action".
- D. Officers may grieve the findings of the Board of Survey utilizing either the negotiated grievance procedure contained in this Contract or the Departmental Appeal Procedure for financial liability contained in 370 DM 550, subchapter 10. Officers may choose only one procedure to pursue, and once a decision has been made to use a certain procedure, that decision is irrevocable. The timely filing of a grievance or petition for hearing will stay the commencement of collection proceedings. Only the Union or Management may invoke arbitration. If both parties

agree, no briefs shall be filed and no transcripts shall be made.

8.16 Management Grievance

It is the purpose of this Section to provide Management a procedure for grieving Union actions.

A. Informal Complaint

Prior to submitting a formal grievance, the Employer will notify the Vice-Chair of of the Union of the complaint within 30 days of the occurrence of the event or action prompting the complaint. The Vice-Chair of the Union shall have 30 days to attempt to resolve the matter through discussion with Management officials. The Vice-Chair of the Union's meetings/discussions with Management officials shall be on official time if the Vice-Chair is otherwise in a duty status. If the Vice-Chair of the Union's response/resolution is not satisfactory to Management or if the 30-day period has expired, a grievance may be submitted to the Union Chair.

B. Formal Grievance

A grievance to the Chair of the Union shall be made within 30 days of the conclusion of the Informal Complaint process. A grievance shall be expressed in writing, shall furnish information in sufficient detail to identify and clarify the matter of concern and, if appropriate, shall cite the specific Contract provision alleged to have been violated. The Chair of the Union shall discuss the matter with the Employer, if requested. The Chair of the Union shall provide a written response within 30 days after receipt of the grievance or oral presentation. The decision shall address each issue raised by the Employer. This decision shall include:

1. A statement of the facts relied upon to make a decision
2. A statement of whether the grievance is found to be justified
3. The remedy or adjustment, if any, to be made

If Management is not satisfied with the response or resolution proposed or if the Union Chair does not issue a decision within the time limit specified, Management may invoke arbitration.

9 ARBITRATION

9.1

Binding arbitration shall be used to settle unresolved grievances after the grievance procedure has been exhausted or as a means of appeal of suspensions or adverse actions.

9.2

Only the Union or the Employer may invoke arbitration. This shall be done within 30 days

of receipt of the third step decision in the case of a grievance or within 30 days after the effective date of a suspension or an adverse action.

9.3

Either party may invoke arbitration under this procedure by requesting the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as an arbitrator. Each year, no later than January 31, by mutual agreement, the parties may select a permanent panel of four arbitrators from a list supplied by the FMCS. Arbitrators will be selected by simple rotation as each new case is brought to arbitration. By mutual agreement, the parties may strike an arbitrator from the permanent panel.

9.4

Upon selection of the arbitrator in a particular case, representatives of the parties will communicate with the arbitrator and with each other to select a mutually agreeable date for the arbitration hearing. Whenever possible, the hearing shall be scheduled within 60 days after selection of an arbitrator.

9.5

The arbitrator shall conduct a fair hearing to be held in either the duty station of the grievant or the duty station of the majority of participants.

9.6

A Union representative and a legal representative may accompany the grievant, if any.

9.7

The expenses and fee of the arbitrator shall be borne equally by the Employer and the Union.

9.8

The arbitration hearing will be held on the Employer's premises, if possible, or at any site mutually agreed upon. 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 the time designated by the arbitrator.

9.9

The arbitrator shall be paid on the basis of per hearing day, plus reasonable study time.

9.10

A. Once the date has been established and within 3 days of that hearing date, either party that unilaterally causes that an arbitration hearing be postponed, delayed, canceled and/or withdrawn for whatever reason, which results in any fees,

shall pay any and all such fees. The Union is obligated to pay no more than \$50 for transcript fees, unless the Union requests a copy of the transcript.

B. If the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any and all such fees. The Union is obligated to pay no more than \$50 for transcript fees, unless the Union requests a copy of the transcript.

9.11

A written brief may be filed at the option of each party or at the request of an arbitrator.

9.12

A verbatim transcript may be made of the arbitration hearing. The cost of such transcript shall be shared equally by the parties in instances where the parties have mutually agreed to a transcript or when the arbitrator has requested that the hearing be transcribed. In instances where only one party wants a transcript, that party shall pay the cost. If at a later date the second party requests directly or indirectly a copy of the transcript or a part thereof, the second party shall pay half of the contractor's transcription fee.

9.13

Copies of any and all documents filed with the arbitrator at any stage of the arbitration proceeding shall be served simultaneously on the other party.

9.14

It will be the sole discretion of the arbitrator to determine who may testify. Arbitration hearings shall not, normally be open hearings. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon showing of good cause, the arbitrator may close the hearing.

9.15

A. The arbitrator shall be requested to render his/her decision to the Union and the Employer as quickly as possible, but in any event no later than 30 days after the conclusion of the hearing or receipt of the post hearing briefs, if any. The decision shall be in writing and shall contain the reasons supporting the decision and award.

B. The decision of the arbitrator shall be binding and promptly acted upon by the parties subject to allowable appeal rights.

C. Any dispute over the implementation of an arbitrator's award shall be returned to original arbitrator for settlement.

9.16

The decision of the arbitrator shall in no way change or amend this or any supplemental agreements.

9.17 Expedited Arbitration

It is hereby agreed that the Fraternal Order of Police United States Park Police Labor Committee and the Department of the Interior, National Park Service, United States Park Police will follow the procedures listed below for the sole purpose of implementing Expedited Arbitration.

A.

Any issue being grieved beyond the Step 2 level is subject to consideration for arbitration. Any grievance involving a non-disciplinary action shall be subject to expedited arbitration. However, if the FOP or the USPP believe the issue to be of a complex or unique nature, the standard arbitration procedures shall take precedence. Otherwise, expedited arbitration will be implemented. Upon mutual agreement minor disciplinary matters may be handled through the expedited process.

B.

If it is determined that expedited arbitration shall be invoked, the FOP will submit a joint request for arbitration to the Federal Mediation and Conciliation Service (FMCS). The request will indicate the mutual agreement for expedited arbitration.

C.

Unless there is a mutual agreement between the FOP and USPP, there will be no hearing. The grievance will be reviewed based on the submissions of the grievant at Step 1 and Step 2 AND the decisions rendered by the agency at the Step 1 and Step 2. No other documents will be submitted for review by the arbitrator.

D.

If there is mutual agreement for a hearing, the hearing will be scheduled for 1 day of no more than 8 hours. Part C of this Article will be in effect wherein only the documents indicated will be submitted. There will be no transcript of the hearing other than the notes taken by the arbitrator.

E.

The documents indicated must be submitted to the arbitrator within 10 days after receipt of the arbitrator's acceptance of the case. The arbitrator will review all information submitted and render a decision within 21 days from the date of the last submitted document.

F.

The arbitrator's decision will be final and binding with no further appeal rights. The agency and the union will act upon the decision of the arbitrator, if applicable, within 30 days from the receipt of the decision.

10 TOURS OF DUTY AND WORKWEEK

10.1

A. The Master Detail will be kept at the Communications Section of the Washington, DC metropolitan area and at the respective Field Offices. Officers are responsible to check the Master Detail, Posted Detail, or an Official Detail at a worksite after 1400 hours and to ensure that they report to work in accordance with the information provided there.

B. The Official Detail shall include the first relief assignments for the following day.

10.2

A. When contemplated changes in Officers' regular tour of duty are in excess of 4 hours, Management will strive in good faith to notify the affected Officers at least 14 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 four (4) hours or less from his current tour of duty to fill a work assignment, such a change shall not extend for more than three (3) days. The Employer will notify the affected Officer or Officers with as much advance notification as practicable other than in an emergency situation as defined by this contract.

C. The schedule of tours of duty may be changed by the Worksite 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.

10.3 Cancellation of Sign Off Days

Officers shall receive notification of cancellation of sign-off days with as much advance notice as possible.

10.4 Reporting Station

A. Except in emergency situations, an Officer required to report to a worksite other than his/her own should be contacted and receive 48 hours notice prior to that change. If Management gives less than 48 hours notice, the Officer will be in a duty

status from his/her worksite to the new assignment.

B: When an Officer is required to change worksites during his/her tour of duty, the Employer agrees to provide transportation to and from the additional worksite. The Officer will return to his/her worksite during his/her tour of duty or will be duly compensated for the time in accordance with law.

10.5 Overtime

A. As a means to meet workload requirements, the Employer retains the right to determine the number of Officers on each workweek schedule. In no case will the regular workweek (sign-off days) be changed solely to create or avoid payment of overtime.

B. An Officer required to perform any work or duty before or after his/her scheduled work hours will receive compensation for all such work or duty in accordance with law.

C. When an Officer is required to report for duty on his/her sign-off day or is called back to duty, the Employer shall provide a duty assignment of no less than 3 hours duration. 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 may then elect either to stay on duty to obtain pay or compensation for the minimum 3-hour work period or to be relieved of duty and receive overtime pay or compensatory time, as appropriate, for the hours actually worked. This Section does not pertain to court time.

D. 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 2 hours of overtime pay or compensatory time in accordance with law or Comptroller General decisions.

E. A system for the fair distribution of work hours beyond the 40-hour workweek shall be negotiated between the Employer and the Union at the worksite level within 180 days of the effective date of this Contract. These agreements shall be forwarded to the Union Chair, and the Chief, United States Park Police, for final approval prior to implementation.

10.6 Workweeks

The Employer agrees that an Officer reassigned from one worksite to another or any Officer at the worksite unit will be given an opportunity to accept the next available scheduled workweek at that worksite unit. The following criteria will be used to make such assignments:

A. The Officer with:

1. Most months U.S. Park Police service; or if equal
2. Highest standing within recruit class; or if equal

3. Most months Federal government service. or if equal

4. Drawing of lots

B. That no other Officer with more U.S. Park Police service as described above at that worksite unit wishes to take the vacant scheduled workweek.

10.7 Realignment of Workweeks

When Management determines that it is necessary to realign the workweeks at a worksite, the Union shall be notified and given an opportunity to request negotiations prior to implementation.

10.8 Annual Leave Requests

A. Officers requesting annual leave for 40 hours or more shall normally submit their leave requests at least 30 days but no more than 6 months prior to the date the leave is scheduled to begin. The Worksite Commander will advise Officers of the status of their leave request within 7 days of their request. If at the time of the request leave can not be approved, the request shall remain for consideration unless withdrawn by the Officer. Officers shall be advised of the approval/denial of the request at least 2 weeks before the leave is scheduled to begin.

B. Any leave requests for at least 8 hours and less than 40 hours shall have their status decided and the Officer advised 48 hours prior to that leave taking effect provided the Officer has submitted the request at least 72 hours in advance.

10.9 Administrative Leave

If the effective date of the assignment permits, 8 hours administrative leave will be granted when an Officer receives a temporary geographic assignment of 14 days or more when less than 72 hours advance notice has been provided to the Officer. This Section does not apply if an Officer's lieu day falls within the 72-hour notice period.

10.10 Unpopular Duty Posts and Tours.

Assigning of Officers to unpopular duty posts and tours will not be used as a means of punishment.

10.11 Relief and Housing during Details

A. Special Details. The Employer agrees to make an effort to provide adequate relief at the appropriate time for an Officer to purchase food. In the event that a Special Detail becomes an Emergency Detail, the Emergency provision will apply.

B. Emergency Details. The Employer agrees either to provide food for Officers who are engaged in emergency details of 6 hours or more, or to make an effort to provide relief so that Officers may purchase food. The Employer agrees to make every effort to secure adequate housing for Officers engaged in emergency details of over 12 hours who are scheduled to return to duty within 5 hours or less.

10.12 Limited and Light Duty Status

When an Officer is in a limited/light duty status, Management shall attempt to retain the Officer's regularly assigned tour of duty.

10.13 Receipt of Medical Treatment

When an Officer is on POD limited/light duty status 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.

10.14 Unscheduled Leave

Any unscheduled annual leave or compensatory time of one full tour of duty or less, after publication of the Operational Detail, shall be decided according to Force General Orders. Upon denial of Quick Leave, the immediate request for any other type of leave, for the same or similar time period, will be governed by the Force General Orders governing Emergency Leave.

10.15 Quick Leave Study

Within 180 days of signing this contract the LMPC shall initiate a review of leave requests received for less than 1 hour before the start of tours of duty. The review shall make recommendations for improvements if such leave requests are determined to have an adverse mission impact.

11 SPECIAL ASSIGNMENT POSITIONS

11.1

For the purpose of this Contract, Special Assignment positions are U.S. Park Police Private positions to which Technician pay is authorized.

11.2 Announcement of Vacancies

A dated vacancy announcement notice shall be published to fill Special Assignment Position(s) and announced in the Weekly Bulletin. Such dated vacancy announcement notice will include:

- A. Where positions are located.
- B. The qualifications needed to be eligible for consideration.
- C. The closing date of the dated vacancy announcement notice, which is the last day applications will be accepted for that position and the application procedures.
- D. The Executive Chief Stewards will receive a timely notice of each ..dated vacancy announcement notice.

E. Applications to fill a posted vacancy will be considered timely only if received by the office identified in the dated notice by the closing date prescribed in the announcement.

11.3 Evaluation of Applicants

A. An ad hoc evaluation committee is to be appointed by the Chief, U.S. Park Police, to evaluate applications and rank candidates for Special Assignment Position vacancies. When the number of applicants is more than five Applicants shall be grouped as appropriate into "Well Qualified" and/or "Qualified" categories.

B. The Union has the right to appoint an observer to an; ad hoc evaluation committee. This observer has the right to attend all meetings of the committee and to present the Union's position on issues to the committee. This observer shall have access to all information before the committee in accordance with law, rule, and regulation.

C. Prior to the publishing of the list, the Union Observer shall certify or object to the list in writing to the chair of the committee within 3 days of receipt.

11.4 Ranking

If there are more than 5 eligible applicants the applicants shall be evaluated and ranked by the Evaluation Committee based upon the percentage weights applied to the following factors in determining an applicant's rating and rank:

A. Achievement or special recognition-**15%**

B. Official Disciplinary Record- **15%**

C. Pertinent knowledge, technical skills, or qualifications as indicated in vacancy announcement- **35%**

D. .16% per each month or part thereof of U.S. Park Police service to a maximum of **15%**.

E. Performance Evaluation 20%

11.5 Posting of Final List

The ranking established by the Evaluation Committee shall be posted prior to the filling of any positions. Such posting shall be placed on all U. S. Park Police Bulletin Boards and the posting shall be announced in the Weekly Bulletin.

11.6 Selection of Applicants

A. Selections shall be based upon Merit System principles.

B. The Selecting Authority may be the Chief, U.S. Park Police, or his/her designee. The Chiefs selections will be made from the provided certificate of

eligibles or he/she may consider other sources of well qualified applicants to fill the position.

C. As needs arise to fill vacancies, selections will be made on the basis of 11.6 B. Normally, a certificate will list the top three to five candidates for a single vacancy *plus* two for each other actual vacancy. If at the initiation of the list, a majority of the Committee cannot find a meaningful distinction between the candidates, up to eight candidates may be certified for a single vacancy plus one more for each other additional vacancy.

D. The Notice of Ratings for Special Assignments will remain in effect for the period of time specified in the original vacancy announcement. However, the notice may be terminated when there are less than 3 remaining candidates.

E. Once selected, an Officer may be removed from a Special Assignment position only upon proper notice. Such notice shall be in writing, specifically stating the reason(s) for the removal, and the Officer notified of any applicable grievance or appeal procedures.

F. At no time will an Officer's current job or assignment be the disqualification for selection to a Special Assignment. If an Officer is-currently in a Special Assignment, he/she may apply for transfer to another Special Assignment.

11.7 Applicant Notification

Within 14 days of the publication of a certificate of eligibles, all applicants shall receive a copy of the "Evaluation Summary Sheet" prepared by the ad hoc committee. The "Evaluation Summary Sheet" shall be sanitized to exclude the names (Privacy Information) of other applicants. All other information on the "Evaluation Summary Sheet" shall be made available.

12 PREFERRED ASSIGNMENTS

12.1

For the purpose of this Contract, Preferred Assignment positions are U.S. Park Police positions to which no additional pay is attached. There are two categories of Preferred Assignment positions: Station Preferred Assignments and Geographic Area Preferred Assignments.

12.2 Station Preferred Assignment Positions

Station Preferred Assignment positions include Station Officer, Vehicle Maintenance Officer, Detail/Administration Officer, Casual Clothes Tactical Officer, and Scooter Officer. First consideration for these Preferred Assignments will be limited to Officers in the worksite of the assignment.

12.3 Geographic Area Preferred Assignments

Geographic Area Preferred Assignments include Privates assigned to the Marine Unit,

Planning/Development Unit, Court Liaison, Traffic Safety Unit, Property Office, Training Office, Personnel Office, or any other office. First consideration for these Preferred Assignments will be limited to Officers in the geographic area of the assignment. The list shall be reviewed by the LMPC annually in February and the Union may propose additions to the list.

12.4

It is intended that the Preferred Assignment shall be filled within the area of consideration. However, nothing in this Article shall preclude Management from opening the vacant preferred assignment to all Officers or making new preferred assignments or reassigning an Officer in accordance with Article 3. New Preferred Assignment ' Positions will be announced so that Officers can update their preference sheets.

12.5

Officers having a preference to be assigned to one of the listed positions may complete a Preference Sheet. The Preference Sheet shall be submitted in this manner.

- A. For Station Preferred Assignments - to the Station Commander. .
- B. For Geographic Preferred Assignments - to the U.S. Park Police Personnel Section for Washington, DC metropolitan area, positions, or to the Field Office Commander for Field Office positions.

12.6

The Preference Sheet must be updated each February 1. An Officer may submit or withdraw his/her Preference She-3t at any time.

12.7

When filling Station Preferred Assignments, the Station Commander shall review Preference Sheets of those Officers who have expressed a preference in being assigned to the vacant position. In making a selection, the selecting official shall consider achievements, awards, letters of appreciation, commendations, official disciplinary record, and seniority.

12.8

When 5 or more officers have put in for a Geographic Area Preferred Assignment the appropriate Commanding Officer shall assemble an ad hoc committee to review the qualifications of applicants. The applicants shall be grouped as appropriate into "Well Qualified" and/or "Qualified" categories according to criteria developed by the committee. The Selecting Official will give first consideration to the list developed by the ad hoc committee.

12.9

The Union has the right to appoint an observer to any ad hoc evaluation committee. This

observer has the right to attend all meetings of the committee and to present the Union's position on issues to the committee. This observer shall have access to all information before the committee in accordance with law, rule, and regulation. Prior to the list being forwarded to the Selecting Official, the Union Observer shall certify or object to the list in writing to the chair of the committee within 3 days of receipt. The Selecting Official will give first consideration to the recommendations of the ad hoc committee.

12.10 Geographic Area Preferred Assignments Applicant Review

Within 14 days of the publication of a certificate of eligibles all applicants shall receive a copy of the "Evaluation Summary Sheet" prepared by the ad hoc committee. The "Evaluation Summary Sheet" shall be sanitized to exclude the names (Privacy Information) of other applicants. All other information on the "Evaluation Summary Sheet" shall be made available.

13 DISTANT GEOGRAPHICAL ASSIGNMENTS

13.1 Definition of Distant Geographical Assignment

A "distant geographical assignment" is one that requires an Officer assigned to a duty station to change to another duty station.

The Union agrees that the filling of such assignments will be made in accordance with Employer's determination for the number of Officers and the kinds of skills needed to perform the work to be accomplished.

13.2

A "permanent distant geographical assignment" is one which the Employer has planned to cover a period of 241 days or more.

A. The Employer agrees that when the location of a vacant position places it in the category of a permanent distant geographical assignment, requests to fill the vacancy from any Officer will be given due consideration.

B. In the event that more Officers volunteer for a particular permanent assignment than are needed in that assignment, that assignment shall be filled in the same manner as identified in the Article entitled "Special Assignment Positions" and a list of eligibles will be prepared.

C. When there are insufficient qualified volunteers, the Employer will give first consideration to the most Junior Officer who possesses the necessary knowledge, skills, and abilities to take the assignment. The Junior Officer will be that Officer with the:

1. Least total U.S. Park Police service,
2. Least total service within that functional skill area,
3. Lowest standing within the recruit training class,

4. Least total of Federal government service.

D. An Officer who has been selected to fill a permanent distant geographical assignment may file a statement with the Chief, U.S. Park Police, explaining that a hardship will be caused by the reassignment. The Chief will give due consideration to such Officer's statement.

E. An officer who volunteers for and is assigned to a permanent distant geographical assignment will serve a minimum of two years at the new duty station before being eligible for a voluntary lateral transfer under Article 32 of this Contract.

13.3

A "temporary distant geographical assignment" is one that the Employer has planned to cover a period of 240 days or less. Officers will be assigned, whenever possible, to temporary geographical assignments as follows:

A. Except for confidential assignments, qualified volunteers shall be considered first.

B. When there are insufficient qualified volunteers, the Employer will give first consideration to the most Junior Officer who possesses the necessary knowledge, skills, and abilities to take the assignment. The Junior Officer will be that Officer with the following:

1. Least total U.S. Park Police service,
2. Least total service within that functional skill area,
3. Lowest standing within the recruit training class,
4. Least total of Federal government service.

When there are insufficient volunteers for on-going assignments requiring officers to be detailed, a rotation shall be established. Members shall have the opportunity to select assignment dates based on seniority.

C. Officers should ordinarily not be required to remain in a temporary assignment for periods of more than 60 days.

D. The aggregate of temporary distant geographical assignments should not exceed 120 days during the preceding year without the Officer's consent.

E. After the Junior Officer has been ordered to fill a temporary assignment that is 30 days or more, his/her name will be removed from the roster for 1 calendar year period or until the full roster has been exhausted.

F. Where circumstances dictate a rotation of qualified officers over a period of time, the recurring detail of the affected officers will be distributed

amongst the unit in accordance with seniority as provided in this Section.

13.4

All officers will be notified of vacancy announcements for promotion and special assignments and shall be given full opportunity for consideration.

13.5

Officers who are required to go to a post outside the environs of the District of Columbia or their regularly assigned Field Office on temporary assignment will receive board, lodging, and travel expenses, as dictated by the "Standard Government Travel Regulations," as revised.

A. Except in the cases where Management has determined that disclosure may adversely affect internal security, the Union will be notified of the Officers on temporary assignment and will receive copies of all memorandums pertinent to the assignment.

B. When the Employer designates lodging for an Officer on temporary assignment, the Officer will have the option of remaining in the Employer-designated lodging or of securing other lodging:

C. If the Officer elects to secure his/her own lodging, the Employer will reimburse the Officer for the cost of the lodging secured by the Officer, provided the amount is equal to or less than the amount specified in the travel authorization. Other reimbursements shall be no greater than the amounts incurred by Officers staying at the Employer-designated lodging.

D. Where lodging is designated by the Employer and remaining at the place of lodging is integrally related to the mission of the Service and necessary for the accomplishment of the mission, the Officer may not exercise the option provided in Section B.

E. Officers will be informed of the lodging accommodations prior to the assignment.

F. The Officers shall receive their travel authorization form prior to going on the temporary assignment.

G. Travel advances will be made in accordance with law, rule, and regulation.

14 TARDINESS

14.9

An Officer who determines he/she will be late reporting for the scheduled tour of duty shall promptly inform the supervisor of communications and may request leave: Such notification shall be before the tour of duty whenever possible.

14.2

Upon arrival for duty, the Officer shall report the reasons for the tardiness to his/her immediate supervisor and may make a request for leave.

14.3

The supervisor shall evaluate the circumstances of the tardiness and shall recommend the appropriate leave category and amount of leave chargeable. The Officer's request shall not be unreasonably or arbitrarily denied.

15 TRANSFER SYSTEM

15.1

When transferring Officers) to fill normal vacancies and new positions, Management will give first consideration to qualified volunteers and next consideration to Junior Officer(s), before directing any other Officer. Management will be reasonable when transferring Officer(s).

15.2

Nothing in Section 1 shall preclude Management from directing an Officer to take a reassignment to meet the special needs of the Officer or of Management. Management will discuss the transfer or reassignment with the Officer and reasons therefore before a reassignment. The Union shall be notified of such transfers and may exercise its right under grievance and arbitration procedures.

15.3

Officers desiring to transfer shall submit to the Personnel Section, U.S. Park Police, a Preference Sheet indicating locations where they would volunteer to be assigned. This Preference Sheet shall remain in effect and must be updated each February 1. An Officer may submit or withdraw his/her Preference Sheet at any time.

16 COMPLAINTS AGAINST OFFICERS

16.1

To insure the integrity of the U.S. Park Police, the Employer and the Union agree that a prompt, thorough, and impartial investigation must be made of complaints of misconduct.

16.2

A. All administrative or personnel complaints shall be accurately recorded in writing. A copy of the complaint shall be given to the named officer within 21 days of the date the complaint was received by the Employer, unless such information would impede the investigation. Whenever this notice is not provided within 21 days, the notice and the reasons for the delay shall be recorded in writing for

release at an appropriate time.

B. When an oral complaint is received, the complainant shall be requested to put the allegation in a signed format.

16.3 Investigation of Complaints

A. The unit member being interviewed shall be required to respond specifically to the complaint, but shall not be interfered with or coerced regarding the substance of the response.

B. The Officer shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as inducement to answering any question.

C. An Officer will be afforded official time to prepare and/or to respond to a complaint.

D. Formal Questioning: Whenever an Officer is subjected to formal questioning by the Employer or asked to submit a written response during an investigation, such questioning or written response shall be conducted under the following conditions:

1. The Officer has the right to Union representation during such questioning/written response that he/she believes may result in disciplinary action; however, to exercise this right, the Officer must request Union representation. Whenever an officer is issued a "*Garritty Warning*" the Employer shall advise the officer in writing of his/her *Weingarten Rights*. Failure to advise an officer of his/her "*Weingarten Rights*" shall not necessarily preclude the Employer from taking disciplinary/adverse action. The representative must not be a subject of the investigation. The Officer may request adjournment of any such meeting for a reasonable period of time until such time as Union representation is available. During these sessions, the Officer shall have the right to confer privately with his/her representative, if present.

2. The questioning shall be conducted at a reasonable hour, preferably at a time when the Officer is on duty, unless the seriousness of the questioning is of such a degree that immediate information is required. In that case, the Officer's tour of duty will be changed so that the Officer is on duty during questioning or will be compensated in accordance with law.

3. The questioning shall take place either at the office of the questioning official or at the office of the station or police unit in which the incident allegedly occurred, or other appropriate place as designated by the questioning official.

4. The Officer being questioned shall be informed of the * rank, name, and command of the official in charge of the questioning, the official who does the questioning and all persons present during the questioning session. An Officer being questioned will be given reasonable time to respond to

questions, but such time must not impede the investigation.

5. The Officer should be informed of the nature of the complaint prior to any questioning, unless such information would impede the investigation.

6. These sessions shall be for reasonable periods -and shall be timed to allow for such personal necessities and rest periods as are necessary.

7. The formal questioning of an Officer may be recorded by Management.

16.4 Disposition of Complaint

A. When an investigation of such a complaint is completed, the final report will conclude with a classification of the case into one of the five following categories:

1. Unfounded - Allegation is false or not factual.
2. Exonerated - incident occurred, but was lawful or proper.
3. Not Sustained - Insufficient evidence to support the allegation(s)
4. Sustained - The allegation is supported by sufficient evidence to justify a reasonable conclusion of misconduct.
5. Other - When A through D do not apply.

B. One of the five categories shall be marked conspicuously on the face of the complaint report.

16.5 Retention of Complaints

A. Case files classed as "Sustained" will be retained in the Internal Affairs Unit, U.S. Park Police, and in the work file folder, Personnel Section, U.S. Park Police. Sustained complaint files leading to recommendation for disciplinary or adverse action under the provisions of 5 CFR 752 or P.L. 87-797, and will be used only for deciding the appropriate disciplinary action and in processing any subsequent appeals. Documentation will be maintained in each file to reflect whether any person outside the Internal Affairs Unit, U.S. Park Police, Personnel Section, U.S. Park Police reviewed the files. Such documentation will be available to the Officer and/or his/her representative upon request.

B. Case files classed as "Unfounded," "Exonerated," "Not Sustained," and "Other" will be retained for a 5-year period only by and in the Internal Affairs Unit, U.S. Park Police. This file shall not be used for purposes of evaluating Officers for promotion or reassignment. Said file should be open for inspection by the Officers) named in the complaint or his/her authorized representative. Documentation will be maintained in the file to reflect whether any person outside the Internal Affairs Unit reviewed said file. Such documentation will be available to the Officer and/or his/her representative upon request.

16.6 Release of Complaint Files

A. To Officer/Representative. The Officer's Union representative shall, upon request, be permitted to review and receive at no cost one copy of the records and documentation pertaining to the complaint after assignment of a disposition and subject to regulations on release of information. All such requests shall not unreasonably be withheld.

B. To Officials outside of the U.S. Park Police. The release of records from a complaint file will be in accordance with applicable laws and regulations.

17 DISCIPLINARY ACTIONS

17.1

The term "disciplinary action" means action taken by Management to correct an Officer's deficiencies in conduct.

17.2

Disciplinary actions taken by the Employer against Officers shall be consistent with applicable laws, rules and regulations and will be taken only for just cause and as will promote the efficiency of the Service. Disciplinary actions will be applied in an equitable manner. In disciplinary actions taken by the Employer under the provisions of 5 CFR 752 A and B, the burden of proof shall be on the Employer to show that the action is supported by a preponderance of the evidence. Discipline shall be administered in a timely manner.

17.3

Management shall follow an appropriate progressive disciplinary process. A progressive disciplinary process may begin at informal counseling by a supervisor with the Officer to explore the source of any difficulty and to suggest constructive ways to overcome such difficulty. The process may lead to oral admonishments, letters of warning, letters of reprimand, suspensions, and/or removal. Serious offenses may be cause for severe actions, including removal, irrespective of whether previous discipline had been taken against the Officer.

17.4

The following actions are considered disciplinary in nature:

A. Oral Admonishment - An oral admonishment is an interview between a supervisor and an Officer intended to remedy a matter of concern. This interview is conducted with a high degree of flexibility and has no procedural requirements and no prescribed format. It is distinguished from oral counseling in that counseling is non-disciplinary in nature. The supervisor should make it clear to the Officer that the interview constitutes an oral admonishment and that it is intended and conveyed as a penalty.

B. Letter of Warning - A letter of warning is issued to inform an Officer of deficiencies in conduct. A copy of the letter shall be placed in the Officer's Work File Folder. Letters of warning will be removed from the files after 1 year. A removed or withdrawn letter of warning may not be used to support future charges. A letter of warning may be grieved through the negotiated grievance procedure.

C. Letter of Reprimand - A letter of reprimand is written notice advising an Officer of a more serious conduct problem and strongly recommends that such conduct or behavior be corrected. A copy of this letter becomes part of the Officer's Work File Folder and may be used to support other disciplinary or adverse action. Letters of reprimand will be removed from the files after 2 years. A removed or withdrawn reprimand may not be used to support future charges. A letter of reprimand may be grieved through the negotiated grievance procedure.

D. Summary Hearings/Trial Boards. The Chief, U.S. Park Police, may take disciplinary action under the provisions of Public Law 87-797, October 11, 1962. Appeal of such actions shall be in accordance with the procedures of P.L. 87-797.

E. Suspensions for 94 days or less:

1. When Management proposes to take disciplinary action under the provisions of 5 CFR 752A and B for a suspension of 14 days or less, the Officer shall receive a written proposal of disciplinary action. This proposal shall include the following information:

a. The specific reasons for the proposed action.

b. A statement that the Officer has 30 days to reply to the charges.

c. A statement of the right to be represented by a representative of the Officer's choice.

d. A statement that the Officer shall be allowed an amount of official time to review the official file and to prepare a response.

e. 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 with an itemized list describing the materials provided. Discrepancies between the list of materials and materials received shall be brought by the Union to the attention of the Chief, within 7 days of the receipt of the materials. Discrepancies shall be resolved within 7 days after the Chief is notified of such discrepancies.

f. An Officer will be given 30 days from the date of the receipt of all materials on the itemized list of case materials to reply to the charges.

g. A reply in person is an opportunity for the Officer and a representative to provide explanation to the deciding official 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.

h. 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. 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. 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 Tour of Duty Article, Section 10.2 B. 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.

2. Prior to the Officer's reply to the charges, the Officer shall notify the Chief, in writing, of the name, address and telephone number of the Officer's representative. In the absence of such prior written notification, communication from the Officer shall be acceptable.

3. The Union headquarters shall be notified as far in advance as is practicable of the date, time, and place of any reply in person and shall be given the opportunity to have one representative present at the meeting. The representative shall be on official time, if otherwise in a duty status.

4. Following the Officer's reply to the charges, or upon expiration of the 30-day time limit if the Officer chooses not to answer, the Officer shall receive a written notice of decision. The written decision will include rights and the appropriate procedure for appeal. The appeal of a suspension taken under the provisions of 5 CFR 752 A and B is through the negotiated grievance procedure at the Arbitration level.

5. The Employer shall give as much advance notice of the effective date of a suspension as is practical.

18 ADVERSE ACTIONS

18.1

Actions covered under this Article are Removals, Suspensions of over 14 days, Reductions in grade and pay, and Furloughs Without Pay as defined in Office of Personnel Management regulations, 5 CFR 752 C and D and 5 CFR 4328. Adverse Actions shall be administered in a timely manner.

18.2

An adverse action will be taken only for such cause as will promote the efficiency of the Service. 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. Normally, an Officer will be given at least 30 days advance written notice prior to the final decision. 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 with an itemized list describing the materials provided. Discrepancies between the list of materials and materials received shall be brought by the Union to the attention of the Chief within 7 days of the receipt of the materials. Discrepancies shall be resolved within 7 days after the Chief is notified of such discrepancies. An Officer will be given 30 days from the date of the receipt of all materials on the itemized list of case materials to reply to the charges. The Officer shall receive written notification of the decision. Such notification shall include the reasons for the adverse action and shall inform the Officer of his/her right to appeal, and of the appropriate procedures available for appealing such actions, and the respective time limits involved.

18.3

In accordance with applicable regulations, an Officer against whom an adverse action is taken is entitled to appeal to the Merit Systems Protection Board or the Officer may elect to file an appeal under the negotiated grievance procedure as described in the Article entitled "Arbitration". One or the other of these methods of appeal may be used, but not both, and once made, the decision is irrevocable. 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 30 days.

18.4

Parties are aware that the Employer may take such emergency action as provided by law or regulation.

19 TRAINING

19.9

The Union and Employer agree to encourage Officers to take advantage of training and educational opportunities that will add to skills and qualifications needed to increase their efficiency in the performance of their duties and those needed for advancement.

19.2

The Employer agrees to meet and confer on policies and procedures relating to training and career development during meetings of the LMPC.

19.3

When conditions permit, Officers will be given timely notice in writing of their selection for a training program for which they have applied.

19.4

For Employer required training programs, the Employer will make an effort to ensure that Officers will not be required to travel to training courses on their days off.

19.5

The Employer agrees to publicize new information to all employees on training opportunities, including assistance for completion of necessary forms required to obtain approval for training programs.

19.6

The Employer shall, after conferring with the Union, be required prior to the employment of each recruit class to develop and publish an objective and equitable rating system to determine class standing. This system shall be used to determine class seniority of all members hired after the effective date of this Contract.

19.7

No later than January 31, of each year, the Employer shall provide the Union with a report documenting training provided to every member of the United States Park Police during the previous fiscal year. The report shall include course title, cost per attendee, rank of attendee, hours spent at training, and location of training.

20 DISCLOSURE 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.

21 NON-CLINIC SICK LEAVE

21.1

Non-clinic sick leave status is defined as sick leave status which does not require the Officer to obtain medical examinations.

21.2

An Officer using non-clinic sick leave will automatically be carried in a sick leave status for a maximum of 3 days (sign-off days and holidays to be included although not charged) and it will not be required that he/she be cleared for duty by a physician. When an Officer returns to duty from absences beyond 3 days, he/she shall be required to be certified fit for duty by a physician. In cases where it is apparent that a total of 3 consecutive days will be insufficient to recover from an ailment, the Officer shall notify his/her unit prior to 1000 hours on the third day and thereafter as appropriate and shall advise whether he/she will

visit the clinic or a private physician.

21.3

An Officer's absence from work for 3 days or less due to an illness shall be treated the same as a clinic absence when the Officer obtains a medical statement from a doctor on an SF-71 and submits such form to his/her Worksite Commander.

21.4

An Officer will be granted up to a total of 5 periods of non-clinic sick leave within a 1-year period.

21.5

Upon request by an Officer, Management will provide the dates of the periods of non-clinic sick leave used during the preceding 1-year period.

21.6

Management can direct an Officer to report to a Force designated facility when deemed necessary. Such direction shall not be used unreasonably. Non-clinic sick leave privileges may be restricted or suspended at any time when misuse is identified. If the Officer is directed to report when in a non-duty status, he/she will be entitled to appropriate compensation in accordance with law, rule, and regulation.

21.7

Officers using leave under the Family Friendly Leave Act (P.L. 103-329) shall use it in accordance with law, rule, and regulation. The Employer shall publish and distribute a "Personnel Management Bulletin" regarding the procedures for using Family Friendly Leave.

22 INCENTIVE AWARDS

22.1

The Union and the Employer agree to work cooperatively to further the Incentive Awards Program among all Officers.

22.2

The Union shall select their representative from the Unit to serve on the Employer's Incentive Awards Committee.

23 SAFETY AND HEALTH

23.1

The Employer and the Union agree to exert every reasonable effort to provide and maintain safe working conditions and health protection for Officers.

23.2

Officers shall (1) be alert to practices, equipment, and conditions that constitute a safety or health hazard; and (2) report such conditions to their immediate supervisors and/or the Force Safety Officer.

23.3

Stewards may bring to the attention of the Worksite Commander and/or Force Safety Officer any perceived safety or health hazard.

23.4

The Employer agrees to provide the Officer with Force-authorized protective equipment during potentially hazardous demonstrations. Uniforms and equipment will be appropriate to the danger present during demonstrations or details.

23.5

Management will make a reasonable effort to provide a personnel staffing level necessary for the safety and protection of the Officers.

24 CIVIC RESPONSIBILITIES

24.1

The Union agrees to cooperate with the Employer in truly voluntary charity programs, e.g., Combined Federal Campaign, Blood Donor Program, and to lend its support to these worthy causes.

24.2

The Union agrees to assist the Employer in its efforts to have Officers aware of the advantages of participation in the U.S. Savings Bond program through payroll savings.

25 EQUAL OPPORTUNITY

25.1

Both parties agree to promote actively the goal of equal employment opportunities.

25.2

No article in this Contract shall be effective in a manner to preclude the Employer from satisfying its Federal Equal Opportunity Recruiting Program, Affirmative Action, and the Upward Mobility Program.

25.3

The Employer agrees to provide the Union with a copy of plans relevant to the Bargaining Unit regarding equal employment. The Union agrees to assist the Employer in achieving the goals established for the Bargaining Unit positions. The Parties further agree that the Equal Opportunity program shall be administered in accordance with applicable law and regulation.

25.4

The Employer agrees to confer with the Union and seek suggestions and recommendations for increasing career opportunities for minorities and females. The Employer agrees to meet with the Union regarding the Employer's Equal Employment Opportunity and Affirmative Action obligations through meetings of the LMPC.

26 ALTERNATIVE WORK SCHEDULES

26.1

The U.S. Congress has recognized that the use of alternative work schedules and staggered work hours has the potential to improve productivity and morale and provide greater service to the public.

Proposals for Alternate Work Schedules shall be submitted to the LMPC for referral to an appropriate PC. The Committee shall make a recommendation to the Chief no later than 60 days from the receipt of the proposal. The Chief shall approve or disapprove the proposal within 30 days of receiving the committee's recommendation. Should the proposed schedule be denied by the Chief, the reasons for the denial shall be in writing.

26.2

Approved Alternative Work Schedules are subject to periodic review in accordance with applicable laws, rules and regulations.

27 USE OF OTHER OFFICIAL FACILITIES

27.1

Subject to availability, the Employer agrees to make appropriate facilities available to the Union for the purpose of holding unit membership business meetings at each of its Field Offices. However, no internal Union business may be conducted on "official" time. The Union agrees that the facility will be left in a clean and orderly condition.

27.2

A 4' X 6' bulletin board or other size based upon mutual agreement will be reserved for posting Union notices and literature in each U.S. Park Police facility where more than 3 Bargaining Unit Members are assigned. Notices posted by labor organizations on U.S. Park Police bulletin boards and literature distributed on the Employer's property shall identify the organization issuing or sponsoring it, or other source of material posted. The material must pertain specifically to the business of the Union or be related to Officer's work and employment conditions. Such notices shall not reflect on, or attack the integrity

or motives of individuals, other labor organizations, the employing agency, or other government agencies.

27.3

Canvassing or soliciting membership and collecting membership dues for a labor organization are permitted on the Employer's premises on condition that:

A. Canvassing and soliciting are conducted outside regular working hours of the Officer canvassed and of the Officer performing these activities.

B. Special campaigns for membership shall be arranged with the Chief, Branch of Employee and Labor Relations, on an ad hoc basis within the purpose and intent of these regulations.

C. There is to be no interference with other employee's performance of official duty during working hours.

27.4

The Employer shall provide approximately 250 sq. feet of private office space for the exclusive use of the Union in Washington, D.C.

28 EMPLOYEE ASSISTANCE PROGRAM

28.1

It is agreed that the Employer's activities in this program are directed toward the resolution of problems that result in a recognizable interference with the Officer's conduct and/or performance. This program is designed to assist Officers and their families with problems.

28.2

It is agreed that an Officer will be extended assistance toward rehabilitation through this program. However, it is understood that if the Officer is unable to improve his/her job performance to an acceptable level, appropriate action, not to preclude removal, may be taken.

28.3

The Union agrees to assist the Employer in this program by working with the staff advisor but only with the written permission of the Officer involved. The Union agrees to remain aware of the program policies, referral procedures, and other pertinent elements of the program, so it may assist in the accomplishment of the goals described herein.

29 REDUCTION IN FORCE

29.1

Reduction in force shall be governed by applicable statutes, Office of Personnel Management FPM 351 regulations, and Department of the Interior or National Park Service directives.

29.2

It is agreed that the Employer will notify the Chair immediately of impending reduction in force activity in the Unit. The view of the Union concerning the reduction in force will be taken into consideration prior to implementation.

29.3

In the event of a reduction in force, the competitive area shall be, U.S. Park Police. 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.

29.4

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.

29.5

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

30 PERSONNEL INFORMATION

30.1

The following are the personnel files /folders that are covered under this Article:

- A. Supervisory Folders: Maintained by the Officer's immediate supervisor.
- B. Work. File Folders: Maintained by the U.S. Park Police Personnel Section or the Field Office.
- C. Official Personnel Folder (OPF) : Maintained by the Division of Personnel.
- D. Internal Affairs Unit Discipline Record: Maintained by the U.S. Park Police Internal Affairs Unit.
- E. Employee Performance File: Maintained by U. S. Park Police

30.2

Each Officer and/or his/her designated representative has the right to review the files listed above in a timely manner. When requested, a copy of any record or document in

the above folders shall be given to the Officer in accordance with law, rule, and regulation.

30.3

Supervisors shall inform Officers when negative information is placed in his/her supervisory folder. Officers shall be afforded the opportunity to respond in writing to information contained in their Supervisory Folder, Work File Folder, or OPF.

30.4

Any official memorandums, letters of reprimand, letters of admonishment, disciplinary action, adverse action, counseling documentation or any other document related to discipline shall be removed from the Supervisory Folder no later than 2 years from the date of issuance. Any official memorandums, letters of reprimand, letters of admonishment, disciplinary actions, adverse actions, counseling documentation or any other document related to discipline shall be removed from the Work File Folder no later than 2 years from the date of issuance.

30.5

Any official memorandums, letters of reprimand, letters of admonishment, disciplinary actions, adverse actions, counseling documentation, or any other document related to discipline shall not be used in evaluating an officer for promotion or reassignment for a period greater than 2 years from the date they were issued.

30.6

Contents of Official Personnel Files: Material will be filed in the OPF in compliance with applicable rules and regulations of the Office of Personnel Management. The Employer will ensure the OPFs are protected against use by unauthorized persons. OPF's will be maintained in accordance with applicable Privacy Act requirements.

30.7

Upon request, an Officer and or his/her designated representative, who has been so authorized by the Officer, will be permitted to review the Officer's OPF within 7 days of the initial request. The Officer must make an appointment so that the review can be accomplished at a time that is mutually convenient to the Officer and the Human Resources staff. Reasonable requests for copies by the Officer of individual documents in the OPF will be granted.

31 WORKERS' COMPENSATION, DISABILITY CLAIMS AND PERFORMANCE OF DUTY CLAIMS

31.1

In order to promote morale and the efficiency of the government all claims for Performance of Duty Injury shall be processed in a timely manner in accordance with law, rule, and regulation.

31.2

The Employer shall train each employee in the duties and procedures for benefits under this Article.

32 VOLUNTARY LATERAL TRANSFERS PRIVATE- PATROL OFFICER

32.1

The primary purpose of the Voluntary Lateral Transfer Program (VLT) is for the convenience and/or benefit of those officers who request to transfer from one duty station to another. Officers who are transferred under the provisions of this program will assume all expenses incurred as a result of the relocation and shall be required to utilize their own leave to accommodate the transfer.

32.2

The VLT will be implemented prior to the graduation of the Force's newest officers from the Basic Police School at the Federal Law Enforcement Training Center (FLETC) and at other times the Employer deems appropriate. The VLT shall only be used to fill positions designated as Private-Patrol Officer. The VLT does not apply to any other positions.

32.3

The VLT shall be implemented according to the following procedures:

- A. Before the graduation of each recruit class of officers at FLETC, the Employer shall announce the VLT to the Force in the Weekly Bulletin. Any officer seeking a transfer under the VLT shall submit a request in writing to the Commander, Personnel Section. At the same time, the FLETC staff shall obtain the recruit officers duty station preference in writing.
- B. The Employer will determine the number of Private-Patrol Officer positions to be filled (if any) at the patrol stations in Washington, DC metropolitan area, New York, and San Francisco.
- C. If more officers request voluntary lateral transfers for a particular duty station than are needed to fill the identified vacancies, the vacancies shall be filled in accordance with Article 13 of this Agreement.
- D. Vacancies created by transferring officers under this program, shall be filled by recruit officers upon completion of the Field Training Program in accordance with this agreement.

32.4

Management reserves the right to stagger or postpone officers' departure dates from one duty station to another so as not to create an unreasonable shortage of personnel familiar with the specific duties and responsibilities of the particular duty station.

32.5

An officer who accepts an assignment under this article will serve a minimum of two years at that duty station before being eligible for another voluntary lateral transfer.

33 TRUTH DETECTION DEVICES

No officer shall be required to take, submit to, or undergo under any circumstances a polygraph examination or voice stress device examination that purportedly detects untruthfulness or deception without prior written consent. Refusals to submit to a polygraph examination or a voice stress device examination shall be recorded on a separate report form (NPS 10-344) and shall be maintained in the Internal Affairs Unit. This report shall only be released in accordance with law, rule, and regulation. Refusals to submit to a polygraph examination or a voice stress device shall not be considered in any deliberation concerning discipline or an adverse action.

34 TECHNICIAN POSITIONS

Within 180 days of the signing of this Contract, the Union may present proposals regarding additional positions to be included in the "Technician" series to the Chief along with supporting documentation. The Chief shall review all such recommendations and provide the Union with a written decision on the Union's proposals. The Chief shall explain the reasons for any denial.

35 PHONES, FAXES and COPIERS

The Union may use the phones, faxes, computers/typewriters, and copiers of the Employer for the purpose of conducting its obligations as the exclusive representative of the Bargaining Unit. Such use shall not unnecessarily impair or interfere with the Employer's mission.

36 BILLS OF COLLECTION

36.1

The Employer shall include a statement of appeal rights with each issued Bill of Collection.

36.2

The Employer shall inform the Union prior to issuing Bills of Collection involving any group of Bargaining Unit employees greater than five.

37 CONTRACT SCOPE

37.1

The Agency and the FOP mutually agree that due to the realignment of February 10,

2002, the provisions of Article 37 are no longer valid or appropriate. It is agreed and understood that the Chief, United States Park Police or designee, shall be the spokesperson for Force management in all issues pertaining to the Force, the Washington Office, or any Regional Office of the National Park Service.

38 DAY CARE

Within 180 days of the signing of this Contract the LMPC will assign to an appropriate committee the task of working with other government agencies to attempt to establish 24-hour day care facilities for Bargaining Unit members.

39 DETECTIVE PROMOTION PROCESS

Within 180 days of the signing of this Contract, a General Order shall be drafted concerning promotion to Detective, consistent with current practice established by the settlement agreement signed by the parties on March 28, 1997.

40 E-MAIL

40.1

The Union and the Employer agree that direct individual password access to electronic mail by all Bargaining Unit members will lead to improved efficiency and is in the best interest of all involved. Such electronic mail may be used for distribution of official information to all employees, to include specific notice of assignments (e.g., court commitments, Weekly Bulletins)

40.2

The Employer and the Union agree to make every reasonable effort to provide all Bargaining Unit members with direct individual password access to send/receive e-mail messages through the Force / NPS e-mail messaging system within 14 months after the effective date of this Agreement.

40.3

The LMPC will refer this issue to the appropriate PC to conduct a survey to gather facts and develop an implementation plan. This plan shall include at a minimum:

- A. Inventory of force computers and software
- B. Evaluate USPP e-mail structure to include access by officers and worksites
- C. Develop e-mail implementation plan to include:
 - 1. Advantages and disadvantages of various options
 - 2. Cost of options considered
 - 3. Project schedule

4. Date of completion

41 FACILITIES, UNIFORMS, AND EQUIPMENT

41.1

The Employer shall provide locker and file storage space for each Bargaining Unit member.

41.2

The Employer agrees to pay for alterations of uniforms and for necessary uniform replacements when the replacement is not due to negligence or abuse.

42 FLSA OVERTIME

Within 90 days of the signing of this Contract, the LMPC shall assign to an appropriate committee the task of studying the FLSA overtime issue. The committee shall prepare a written report and forward it to the Solicitor for a legal opinion. This report shall be published no later than 365 days from the signing of this Contract. The Union has the right to bargain in accordance with law, rule, and regulation over issues raised in the report.

43 HOME TO WORK VEHICLES

43.1

The Employer and the Union recognize that home to work vehicles have the potential to improve productivity and morale, retention, provide greater service to the public, ensure continuity of operations, and provide a highly trained mobile response force during times of national and local emergencies. Within 120 days of signing this Contract, Management will provide a detailed plan, based upon vehicle availability and funding, for implementation of this article to the Union for review. The implementation plan will be initiated within 180 days of the signing of this Contract.

43.2

This program will be carefully monitored to ensure compliance with law, rule, and regulation; and a detailed review shall be performed to evaluate program effectiveness.

43.3

Determination of the allocation of vehicles under this Article shall ensure adequate representation of all major operational elements including, but not limited to, the patrol stations.

44 DUES WITHHOLDING

44.1

In conformance with applicable Civil Service regulations and policies of the Department of the Interior and National Park Service, the Employer 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, special assignments, back dues, fines, or similar fees.

The Employer agrees that the Union will be notified within 15 days after the completion of the processing of all personnel actions involving promotions and resignations for bargaining unit members.

44.2

Allotments for Union dues shall be authorized on an SF-1187, which shall be purchased 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 Chair, who will certify that the Officer is a member in good standing in the Union. He/she in turn will submit forms to the OPR. The Employer agrees to process and make effective such allotments within the same pay period they are received in the OPR, if received prior to the second Wednesday of that pay period; otherwise such allotments will become effective in the following pay period.

44.3

Union dues will not be withheld when an Officer's net salary for the pay period involved is insufficient to cover the dues after legal and required deductions have been made.

44.4

The amount of dues withheld will remain unchanged until the Union certifies to the Chief, that the amount of dues have changed for membership in the Union, showing the specific amount of the new deductions. Such changes will not be made more than once each 12 months, measured from the date of the first change made by the Union. Notification of dues changes must be received by the Chief, no later than the Wednesday before the beginning of the pay period for which the change is to become effective.

44.5

Requests for Revocation of Dues Withholding will be accepted at any time. The effective date of such revocation will be on the first complete pay period immediately after either of the following dates:

- A. If the Officer has participated in the dues withholding program for more than 1 year, he may only revoke his authorization of dues withholding on September 1 of each year;

B. If the Officer has participated in the dues withholding program for less than 1 year, he may revoke his authorization of dues withholding on the first anniversary of the processing of the authorization of Dues Withholding, and thereafter, in accordance with Section A above.

44.6

An Officer may revoke his/her allotment for Union dues by submitting to the Chief, two copies of a completed and signed SF-1188. When an Officer does not use an SF-1188, other written notification of the revocation signed and dated by the Officer will be accepted. The Chief, shall provide the Union with appropriate notification of the revocation. A duplicate copy of the SF-1188 can be used for this purpose.

44.7

Termination of dues withholding shall be automatic when an Officer is expelled or is assigned to a position outside of the Bargaining Unit.

44.8

Remittance to the Union of dues withheld will be made as soon as practical after each pay period for which deductions are made and will show the names of participating Officers, the amount withheld, and the pay period from which deductions were made.

45 DISTRIBUTION OF CONTRACT

An approved copy of this Contract shall be given to each Officer and to new Officers. Costs for reproducing the Contract and Supplemental Contracts shall be borne equally by the Employer and the Union.

46 DURATION OF THE CONTRACT

46.1

The effective date and the anniversary date of this Contract shall be the date of approval by the Director of Personnel, Office of the Secretary, Department of the Interior. This Contract will expire on the third anniversary date. It shall be automatically renewed for successive periods of 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 notice must be acknowledged by the other party promptly upon receipt. Upon notice being given of intent to renegotiate, the Contract and amendments shall remain in effect until a new Contract is reached. In renegotiating this Contract, the Employer and the Union will negotiate only those matters that have been submitted in writing at least 60 days prior to negotiations.

46.2

This Contract will be amended as required to comply with law, court decisions; or regulations, as provided in Article III, 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 Employer 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 the Interior.

In witness whereof the parties hereto have entered into this basic Agreement this 28th day of July, 1999.

Approved: August 27, 1999

Memorandum of Understanding

(MOU 05-01)

PARTIES

The Parties to this memorandum of understanding (the "Agreement") are the National Park Service, National Capital Region ("Agency"), the United States Park Police ("Force") and the Fraternal Order of Police ("Union") as the sole representative for subordinate law enforcement officers of the Force.

PURPOSE

The purpose of this Agreement is to set forth the terms of the mutual understanding and agreement by the Parties concerning the amendments and clarification of provisions contained in the 1999 labor-management agreement (LMA) between the agency and the union.

UNDERSTANDING & AGREEMENT

The parties agree that this is a full and complete understanding of this agreement. Upon ratification, the parties also recognize that items 2, 3, 5, 6, 7, and 9 will be forwarded for approval through the Office of the Secretary and the Federal Labor Relations Authority (FLRA) for approval as required.

1. In the LMA, the agency and the FOP agreed to conduct a study on the use of unscheduled leave requests to determine if such requests were having an adverse mission impact (Article 10.15). As of the date of this agreement, the agency and the FOP have agreed to conduct a study during a 90-day period, beginning October 1, 2005, through December 31, 2005. After a review of the data collected, a report will be prepared and submitted for review by the FOP and management no later than January 27, 2006. The study will be conducted in the three primary geographical jurisdictions under the purview of the Force using the attached grid report sheet (Attachment A).
2. The agency and FOP agree to modify Article 11.4, Special Assignment Positions, due to a change in the agency's performance management program, as indicated in Attachment B.
3. The United States Park Police were a subsidiary office of the National Capital Region, National Park Service. In February 2002, the Force was separated from NCR and became a separate and unique unit within itself as part of the National Park Service. Even though the separation from NCR was effected, neither the agency nor the union imposed a request to change the header of the LMA between NCR and the FOP. The Force and the FOP mutually agree that until a new LMA is negotiated, all references to NCR in the current contract will be replaced with United States Park Police. All references to the NCR Regional Director will be replaced with the Chief of Police. All references to the Chief, NCR Branch of Employee and Labor Relations, will be replaced with the Force Human Resources Officer. A copy of the amended LMA is attached.
4. The agency and the FOP agree to eliminate Article 37.2, Contract Scope, as described in Attachment C.

5. In the 1999 LMA, the agency and the FOP agreed to initiate a Labor Management Partnership Council. As of the date of this agreement, the agency and the FOP agree to convene a LMPC in accordance with Article 5 of the LMA within 30 days.
6. The agency and the FOP agree to eliminate Step 3 of the grievance procedure (Article 8.12C). By making this change, the FOP or the agency may elect to invoke arbitration after the Step 2 process in accordance with Article 9.
7. The agency and the FOP agree to amend Article 9, Arbitration, by adding the process of expedited arbitration, as indicated in Attachment D.
8. The agency and the FOP agree to amend Article 13.3, Distant Geographical Assignments, in order to clarify the intent of the provision, as indicated in Attachment E.
9. The agency and the FOP agree to reference in Article 44, Dues Withholding, that the Human Resources Office will notify them regarding any separations and/or promotions of covered members, as indicated in Attachment F.

Accordingly, and in full agreement of the subject matter contained herein, the Parties will have entered into and execute this Agreement when the date of the final signature listed below is obtained.

For the Union:

For the Agency:

Officer Robert Berretta
FOP Representative

Robin Brown
Force Human Resources Officer

Officer William Watson
FOP Chairperson

Karlyn Payton
Office of Professional Responsibility

Officer Stephanie D. Clark
FOP Representative

Lieutenant Thomas Neider

Gary Hankins
FOP Negotiator

Captain Dennis W. Smith

Officer James Austin
FOP Chairperson

Assistant Chief Michael D. Fogarty

For the National Capital Region:

Joseph Lawler
NCR Regional Director

Date

For the National Park Service:

Washington Office

Date

For the Department of the Interior:

Office of the Secretary

Date

ATTACHMENT B

(MOU 05-01)

The amendment changes the value of the rating and ranking weights, but also adds the weight of the performance evaluation due to the recent change in the agency's performance management program.

11.4 Ranking

If there are more than 5 eligible applicants the applicants shall be evaluated and ranked by the Evaluation Committee based upon the percentage weights applied to the following factors in determining an applicant's rating and rank:

- A. Achievement or special recognition- ~~20%~~**15%**
- B. Official Disciplinary Record- ~~20%~~**15%**
- C. Pertinent knowledge, technical skills, or qualifications as indicated in vacancy announcement- ~~40%~~**35%**
- D. .16% per each month or part thereof of U.S. Park Police service to a maximum of ~~20%~~**15%**
- E. **Performance Evaluation 20%**

ATTACHMENT C

(MOU 05-01)

ARTICLE 37, CONTRACT SCOPE

The Agency and the FOP mutually agree that due to the realignment of February 10, 2002, the provisions of Article 37 are no longer valid or appropriate. It is agreed and understood that the Chief, United States Park Police or designee, shall be the spokesperson for Force management in all issues pertaining to the Force, the Washington Office, or any Regional Office of the National Park Service.

ATTACHMENT D

(MOU 05-01)

It is hereby agreed that the Fraternal Order of Police United States Park Police Labor Committee and the Department of the Interior, National Park Service, United States Park Police will follow the procedures listed below for the sole purpose of implementing Expedited Arbitration.

A.

Any issue being grieved beyond the Step 2 level is subject to consideration for arbitration. Any grievance involving a non-disciplinary action shall be subject to expedited arbitration. However, if the FOP or the USPP believe the issue to be of a complex or unique nature, the standard arbitration procedures shall take precedence. Otherwise, expedited arbitration will be implemented. Upon mutual agreement minor disciplinary matters may be handled through the expedited process.

B.

If it is determined that expedited arbitration shall be invoked, the FOP will submit a joint request for arbitration to the Federal Mediation and Conciliation Service (FMCS). The request will indicate the mutual agreement for expedited arbitration.

C.

Unless there is a mutual agreement between the FOP and USPP, there will be no hearing. The grievance will be reviewed based on the submissions of the grievant at Step 1 and Step 2 AND the decisions rendered by the agency at the Step 1 and Step 2. No other documents will be submitted for review by the arbitrator.

D.

If there is mutual agreement for a hearing, the hearing will be scheduled for 1 day of no more than 8 hours. Part C of this Article will be in effect wherein only the documents indicated will be submitted. There will be no transcript of the hearing other than the notes taken by the arbitrator.

E.

The documents indicated must be submitted to the arbitrator within 10 days after receipt of the arbitrator's acceptance of the case. The arbitrator will review all information submitted and render a decision within 21 days from the date of the last submitted document.

F.

The arbitrator's decision will be final and binding with no further appeal rights. The agency and the union will act upon the decision of the arbitrator, if applicable, within 30 days from the receipt of the decision.

Agreed August 17, 2005

ATTACHMENT E

(MOU 05-01)

Temporary distant geographical assignments

13.3

A "temporary distant geographical assignment" is one that the Employer has planned to cover a period of 240 days or less. Officers will be assigned, whenever possible, to temporary geographical assignments as follows:

A. Except for confidential assignments, qualified volunteers shall be considered first.

B. When there are insufficient qualified volunteers, the Employer will give first consideration to the most Junior Officer who possesses the necessary knowledge, skills, and abilities to take the assignment. The Junior Officer will be that Officer with the following:

1. Least total U.S. Park Police service,
2. Least total service within that functional skill area,
3. Lowest standing within the recruit training class,
4. Least total of Federal government service.

When there are insufficient volunteers for on-going assignments requiring officers to be detailed, a rotation shall be established. Members shall have the opportunity to select assignment dates based on seniority.

C. Officers should ordinarily not be required to remain in a temporary assignment for periods of more than 60 days.

D. The aggregate of temporary distant geographical assignments should not exceed 120 days during the preceding year without the Officer's consent.

E. After the Junior Officer has been ordered to fill a temporary assignment that is 30 days or more, his/her name will be removed from the roster for 1 calendar year period or until the full roster has been exhausted.

F. Where circumstances dictate a rotation of qualified officers over a period of time, the recurring detail of the affected officers will be distributed amongst the unit in accordance with seniority as provided in this Section.

ATTACHMENT

(MOU 05-01)

Additional Language for ARTICLE 44, DUES WITHOLDING

The Employer agrees that the Union will be notified within 15 days after the completion of the processing of all personnel actions involving promotions and resignations for bargaining unit members.

Agreed August 17, 2005