

SECURITY PERSONNEL

SECTION 1. GENERAL PROVISIONS: These provisions apply to the Police force at FBCH, and will be reopened if any of these positions are re-classified.

A. Chain of Command: Police Officers will have a clear and specific Chain of Command that will be provided in writing to Civilian Police Officers upon completion of training.

B. Tour of Duty: The Parties agree to negotiate a separate work schedule agreement to cover specific tour of duty options for Police Officers at FBCH, which may include Alternate Work Schedules (AWS). The assignment of shifts shall be on a fair and equitable basis. Work schedules currently in place for bargaining unit employees at the time of this agreement shall remain in effect until the Agency negotiates subsequent work schedule changes with the Union prior to implementation.

C. Eating Facilities: When patrolling, Police Officers shall be allowed to stop in their Government Owned Vehicles (GOV) at a facility providing food on the Fort Belvoir installation. The employees who are conducting authorized activities off-base shall be authorized to utilize eating facilities within a reasonable distance of their assignment or along travel route going to or returning from their assignment.

D. Duty Time: Police, when required to work overtime, shall not exceed more than sixteen (16) hours of work in a 24-hour period. There shall be a rest period of at least nine (9) hours rest between ending a work shift and beginning the next shift.

E. Lockers: A locker will be provided in the vicinity of the FBCH police offices to each police officer for their use and adequate storage of their equipment, with controlled-access restrooms for the use of Police.

F. Space Availability: The Agency and the Union agree to explore the option of dedicated locker rooms for the police at FBCH. In addition, they will also explore arrangements through the contractor for training and office space at the satellite clinics.

G. Use of Telephones: Police will have access to telephones with off-post access. Use of government telephones by employees will conform to all laws, regulations, or other directives in effect and applicable to federal government employees.

H. Training and Briefing: Room OL.232 shall be reserved for the use of the police. All other use shall be coordinated through the police department.

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I. Indemnification: In the event that a lawsuit is filed against an Employee in his or her individual capacity for actions taken within the scope of his or her employment with the U.S. Government, the Employee may submit a written request for legal representation by the Department of Justice (with a copy to the Union) in accordance with 28 C.F.R. § 50.15. Where the Employee is acting within the scope of his or her office or employment, the Westfall Act, 28 U.S.C. § 2679, provides that the exclusive remedy shall be against the United States. The Agency agrees to forward such requests for representation in an expeditious manner, to the Department of Justice for a determination as to whether representation will be provided. If the Attorney General refuses to certify that an Employee was acting within the scope of his or her employment, the Employee may request review of this decision in the United States District Court in accordance with 28 U.S.C. § 2679(d)(3).

J. Attendance at Funerals: The Chief of Police will consider employee requests to attend the funerals of Police Officers and Military Personnel on a case-by-case basis. Where the Chief of Police determines that such representation is in the best interests of the Agency, employees detailed to attend such funerals will be in an official duty status and in full dress uniform, (i.e., long sleeve shirt, campaign hat, tie, and sidearm). Wearing of black ribbon on the uniform may be authorized for 30 days from the time of death.

K. Right to Refuse an Unlawful Order: Employees shall have the right, in good faith, subject to disciplinary action if incorrect, to refuse to carry out an order which is unlawful. Before taking disciplinary or adverse action against an Employee for refusing to carry out an order, the legality of which has been called into question, Management will give the Employee the opportunity to identify the statute or regulation violated and discuss the issue with the Employee.

SECTION 2. ACADEMY TRAINING:

A. Notice: Employees will be given at least 30 days advance notice of their scheduled academy start date.

B. Travel: Employees may be authorized travel expenses IAW Joint Travel Regulations.

C. Prerequisites: Requirements to attend the academy will be IAW AR-190.56.

SECTION 3. WEAPONS TRAINING AND QUALIFICATIONS: The Agency recognizes that the proficiency in law enforcement operations including job knowledge of the use of firearms and use of deadly force is of the highest priority. A standardized qualification test will be adopted IAW AR-190.56. Once adopted, the Union will be provided with written notice and an opportunity to bargain any changes to the weapon qualification standards.

A. Requalification: An annual requalification will be administered to all personnel performing Police Officer functions. Failure of an officer to meet minimum passing or qualifying standards in any qualification or requalification course will result in remedial training and re-examination by a certified firearms instructor.

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B. Remedial Training: Remedial training will be provided as soon as is reasonably practical to all officers failing to recertify and or qualify. If the officer fails the first remedial qualification their law enforcement status shall be suspended and the officer may be temporarily reassigned pending their final qualification test. If an officer fails to recertify after two (2) remedial attempts, management may determine that the employee fails to meet the condition of employment. The remedial training and requalification process shall be accomplished within 120 days.

C. Upkeep, Repair and Replacement of Weapons: Police Department personnel are responsible for general cleaning of Agency issued firearms or weapons. The Agency will repair any firearms or weapons deemed unsafe or non-serviceable.

SECTION 4. PHYSICAL ABILITY TEST (PAT):

A. Diagnostic PAT: The diagnostic PAT will be administered to newly hired employees only, in order for management to assess the physical fitness of the employee and provide a benchmark for the employee to sustain or improve his or her physical fitness.

B. Time for Physical Conditioning: The Agency recognizes that PAT provides a minimum standard with a pass/fail system. All employees will be afforded access, subject to applicable policy and mission requirements, to the civilian fitness and wellness program for the purpose of physical conditioning.

C. Testing Conditions: Employees will not be required to participate in PAT in extreme or inclement weather. Water and restroom facilities will be provided and medically trained personnel will be present at all times

D. Alternative Events and or Delay of Testing: Determinations of eligibility for alternate events and or delayed testing will be made by Occupational Health on a case-by-case basis, based on proper medical documentation, and remain in effect as determined by Occupational Health. The Agency may authorize the use of alternative events in other circumstances as well.

E. Retesting: Should an employee fail, retesting for record purposes will take place no sooner than ninety (90) days after the failed test. Within the ninety (90) day period a diagnostically administered test will be offered. If the employee chooses to take the diagnostic test and passes, it will be used as the test of record; a failure will not be counted. Management will consider employee efforts and improvements before taking administrative action against an employee based on the outcome of a PAT.

SECTION 5. RECORDS AND OTHER CERTIFICATIONS: Should the Agency institute the use of any additional police devices or technology, applicable training and requalification or recertification requirements shall be met, including annual requirements where necessary. All required training and firearms certification shall be noted in the employee's training records. The Union shall be provided with these records upon request to LMER. Employees will have an opportunity to review their weapons and PAT training records.

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SECTION 6. POLICE OFFICER HEALTH AND SAFETY:

A. Operation of Equipment and Unsafe Conditions: See the Health and Safety Article of this CBA.

B. Police Vehicles: All patrol vehicles shall be equipped with appropriate safety and emergency equipment. Those vehicles that are marked will be clearly identifiable with the appropriate insignia.

C. Transportation of Hazardous Materials: The agency will pay for employees to recertify the Hazardous Endorsement for their Commercial Drivers License. The time spent in obtaining this endorsement will be considered duty time. Hazardous Duty Pay for Transporting Ammunition will be paid in accordance with the applicable law.

D. Transportation of Officers: All vehicles will be equipped with Bio Kits and cleaning supplies to sufficiently clean the vehicles. No officer will be transported or be required to ride in any unsanitary compartment area of a police unit.

E. Protective Gear: The Agency will issue appropriate clean and sanitary protective gear and equipment to employees to ensure as safe a working environment as possible and in accordance with all applicable laws and regulations.

1. **Hearing and Eye Protection:** The Agency will provide hearing and eye protection when required, and the employees will use it.
2. **MOPP Gear:** When provided, Chem-Bio Personal Protective Equipment (MOPP Gear) is provided by the Agency. If provided, it will be issued at Force Protection Condition (FPCON) Charlie or Delta, dependent upon installation Anti-Terrorism (AT) Plan. When issued, it will be worn upon order to "Don MOPP Gear". Police Officers will not be ordered to go into a warm or hot zone without MOPP Gear. Storage and issuance will be controlled by the Police Department.

F. Unsafe Conditions: Except when exigent circumstances otherwise require, no Police Officer shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices.

G. Sanitation Needs: When Police Officers are assigned to work posts where no facilities are available for securing water and taking care of sanitation needs the Agency shall make appropriate arrangements to accommodate the employee's needs. When an employee's work hours are extended on post, the Agency will make appropriate arrangements to make food and water available on-site or provide relief as needed to the employee.

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SECTION 7. OFF-BASE ACTIVITIES: The Police Officers who are conducting authorized job related activities off-base in government vehicles shall be authorized to carry issued firearms and official credentials during such authorized activities. Employees shall comply with all use of force regulations while involved in such activities and will carry Agency identification designating they are law enforcement officers.

SECTION 8: POLICE OFFICER LIMITED DUTY ASSIGNMENTS: In accordance with the Reasonable Accommodation Article of this CBA, the Agency agrees to utilize, to the extent practicable, those unit Police Officers who are medically restricted either temporarily or long term as long as their services can be used effectively and in a way to not cause harm to themselves or others. The Agency shall utilize these employees within the FBCH Police Department whenever possible. This policy shall be applied to both on-the-job and non-job related illnesses and conditions or injuries which require medical restrictions.

SECTION 9: POLICE OFFICER UNIFORMS: The Agency will provide Police Officers at FBCH with certain items and their replacements. The Agency will provide an allowance for items not issued by the Agency in accordance with 5 U.S. Code § 5901 - Uniform allowances. The Police Officer will not be required to use personal funds for mandated uniform items. The Agency agrees to establish a system that provides for the expeditious acquisition of uniforms. The uniform shall be cleaned and maintained so as to present a professional appearance.

A. Agency Provided Equipment: The Agency will provide each officer with the following items at Agency expense:

1. Ballistic armor vest
2. Three season jacket
3. Rain Jacket
4. Police credentials (breast badge, wallet badge, shoulder patches and ID card)
5. All appropriate duty leather gear (gun belt, holster, handcuff pouch, etc.)
6. Flashlight
7. ASP baton
8. Taser
9. Pair handcuffs
10. Ball Cap

B. Body Armor: The employees will wear issued body armor while on duty or its equivalent if purchased by the employee. Issued or purchased body armor shall be new or, if used, not past the manufacturer's expiration date. If the Agency is not able to provide body armor that meets these criteria, the employee shall be assigned duty that does not require the wear of body armor.

C. Uniform and Equipment Recommendations: The Agency will consider recommendations from the Union concerning addition or modifications to uniforms or protective clothing and equipment. Such recommendation will be articulated via memorandum or email to the appropriate management official and will contain sufficient detail to adequately describe the

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suggested addition or change, and the reason(s) for the addition or change. The Agency will provide a timely written response to the recommendation.

D. Initial Allowance: The purpose of the initial uniform allowance is to help pay (defray) the initial cost of the required uniform. The initial allowance shall be \$800.00. The Agency shall submit the request to DFAS within 14 days of entry on duty, with the goal of payment for the uniforms being provided to new employee within sixty (60) days after he or she is first hired.

E. Officer Purchased Items: The list of items will be purchased within 10 Calendar days of receipt of the initial allowance. New Employees who have not received the allowance are required to wear business casual attire.

1. 4 5-11 Navy Blue Traditional Pants Wool Blend or Taclite
2. 2 5-11 Navy Blue Traditional Shirt Long Sleeve Wool Blend or Taclite
3. 2 5-11 Navy Blue Traditional Long Short Sleeve Wool Blend or Taclite
4. 1 Pair Black Boots
5. 6 Pairs Black Socks
6. 3 Black T-Shirts
7. 2 Gold or Silver Name Plates
8. 1 Midnight Blue Tie (optional)
9. 1 Gold Tie Bar (optional)
10. 1 Rank Insignia
11. 1 Commando Crew Neck Black Sweater (optional)
12. 1 Pair of Black Gloves
13. 1 Agency Designated Long Sleeve Navy Blue Polo Shirt
14. 1 Agency Designated Short Sleeve Navy Blue Polo Shirt

F. Annual Sustainment allowance: The purpose of the sustainment allowance is to help defray the cost for supplemental uniform items or for fair wear and tear of uniform parts. The sustainment allowance shall be \$600.00 and will be paid to all employees no later than the month of April. Additional allowance of up to \$200.00 towards the cost of the purchase of uniform will be provided if supported by receipts for uniform items purchased that fiscal year. One year after the effective date of this CBA, either party may reopen this article in regard to the sustainment allowance with a 30 day notice.

G. New Uniform Requirements: The implementation of any new or additional uniform requirements will not be effective until receipt of the next annual sustainment allowance. If the cost of new or additional uniform requirements exceeds the initial or sustainment allowance, as applicable, allowances will be supplemented up to \$800.00.

H. Accountability: Not less than thirty (30) days after the receipt of funds from DFAS and not more than two hundred forty (240) days after receipt of the initial allowance or sustainment allowance, the Agency may, upon ten (10) days written notice to an employee, request an employee to provide proof of purchase or possession of the items contained in the list of officer purchased items above. If the employee cannot establish purchase or possession of the items in

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the list, the employee will have ten (10) days to obtain the items at the employee's expense and provide to the Agency proof of purchase or possession.

I. Damage: If an employee sustains damage to required uniform or equipment items in the course of an employee's duties, it will be replaced by the Agency. It is the responsibility of each employee to notify the Agency if the equipment issued to them is not serviceable or has exceeded its recommended service life. The Union and the employee will be informed if the equipment is unavailable through the supply system or if budgetary constraints preclude the provision of such equipment. Upon request, the Union will be informed the status of equipment availability.

J. Return of Equipment: All equipment issued by the Agency will be returned upon departure from the Agency, or be subject to recoupment of cost.

K. Donning and Doffing: Employees will be afforded fifteen (15) minutes of duty time at the beginning and the end of the shift to donning or doffing of the uniform.

SECTION 10. ALTERNATIVE UNIFORM GUIDANCE:

A. Seasonal Wear: Police officers shall normally wear seasonal items as directed by the Agency, but may use discretion to wear alternate uniforms when temperatures are unseasonably warm or cold so as to cause discomfort if the assigned uniform is worn.

B. Business Casual Attire: The Parties agree Police Officers may wear business casual during in-service annual training (except Police Academy), all other training, i.e., Nonlethal Weapons (NLW), firearm range, Emergency Vehicle Operations Course (EVOC), Cardiopulmonary Resuscitation (CPR) and respirator, may wear polo shirts on "Spirit Days", holidays and week-ends, or when otherwise approved.

C. Light Duty Attire: Light duty officers also may wear business casual attire. When a medical condition requires a bargaining unit employee to be in an unarmed status and the employee is assigned to work outside of the Police Department, the employee may wear business casual attire.

SECTION 11: LAW ENFORCEMENT CREDENTIALS

A. Badges and Identification: Each law enforcement officer employee of the bargaining unit shall be issued DoD Police badges and identification cards. The identification cards will provide proper police credentials that meet the standard of Law Enforcement Officer Safety Act (LEOSA) and DoDI 5525.12. When and if the Agency initiates changes, the Agency agrees to notify the Union accordingly and engage in impact and implementation bargaining where appropriate.

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B. Official Credentials: Police Department employees official credentials will be authorized for use in establishing officers law enforcement employment status for purposes of demonstrating conformity with 18 U.S.C. § 926(b). Officers may display their agency credential for this purpose. The Agency will not impede, interfere with or discourage use of law enforcement credentials for purposes of establishing bona fide law enforcement employment status under 18 U.S.C. § 926(B), nor interfere with the authority to carry personal weapons under that statute.

C. Retirement Identification Card: Upon retirement, GS-0083 police officer bargaining unit members may, upon request, receive a retirement identification card. In addition, upon request, retiring officers will, subject to availability, receive an FBCH Police Identification card marked "RETIRED".

SECTION 12: POLICE COMMUNICATIONS: All parties agree that a reliable radio communications system is necessary to ensure successful mission accomplishment. The Chief of Police and the Union will work together to report radio system discrepancies to appropriate base officials, and to ensure that corrective actions will be given the highest priority possible.

A. Training: The parties also agree communications and operational security concerns necessitate development of special procedures. These radio communication procedures will be published and distributed to all employees.

B. Effective Communications: The Chief of Police and the Union will meet to develop a system to ensure officer safety in those areas where communications are ineffective.

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