WORKING CONDITIONS
AGREEMENT

BETWEEN

The Metropolitan Police Department of the District of Columbia

AND

The American Federation of State, County and Municipal Employees; District Council 20; Local 709; School Crossing Guards

January 1, 2002-December 30, 2005
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PREAMBLE

This Agreement is entered into between the District of Columbia Government, the Metropolitan Police Department and the American Federation of State, County and Municipal Employees; District Council 20; local 709.

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective labor management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to through negotiation of this Agreement.

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Department. Therefore, in consideration of the mutual covenants and promises herewith contained, the Department and the Union do hereby agree as follows.

ARTICLE I
RECOGNITION

The Department and the D.C. Government recognize the American Federation of State, County and Municipal Employees; District Council 20; Local 709 as the exclusive representative for a unit of the following employees of the Metropolitan Police Department:

“All Crossing Guards of the Metropolitan Department excluding management executives, confidential employees, supervisors or and employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the D.C. Law 2-139.”

ARTICLE II
MANAGEMENT RIGHTS

Section 1:
The Department shall retain the sole right, authority and complete discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the Metropolitan Police Department in all aspects including, but not limited to, all rights and authority held by the Department prior to the signing of this Agreement.

The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Department:

1. To direct the employees of the Department.

2. To determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, tour of duty, methods, and process by which such work is performed, technology needed internal security practices or relocation of facilities.

Section 2:

Management rights are not subject to negotiations; however, should the employer seek to make changes in existing policies, practices or working conditions that affect crossing guards, the parties agree to the following:

1. Any proposed changes in personnel policies, practices or working conditions affecting Bargaining Unit Employees shall require advance notice in writing to the Union.

2. The Employer agrees to provide the Union, along with the notice, the reason(s) for the proposed change, to ensure that the Union has an opportunity to exercise its right to bargain.

3. Upon request, the Parties shall negotiate over impact and effect as appropriate.

ARTICLE III
UNION SECURITY

Section 1; Voluntary Membership:

Employees in the bargaining unit covered by this Agreement are free to join or refrain from joining the Union. The terms and conditions of this Agreement and the representation by the Union shall be extended to all without regard to Union membership. No payment of dues or other fees shall be made a condition of employment.

Section 2; Dues Check-off:

The Employer agrees to deduct Union Dues bi-weekly from the pay of employee members upon proper authorization. The Employee must complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer
in writing by the appropriate official of Council 20, AFSCME. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3; Service Fees:

In keeping with the principle that employees who benefit by the Agreement shall share the cost, the Union shall require that employees who do not pay Union dues pay an amount (not to exceed Union Dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 60% of the employees in the unit are members of the Union.

Section 4; Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of deduction of dues or other fees, the amount held to be improperly deducted from an employee(s) pay, and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE IV
LABOR-MANAGEMENT MEETINGS

Section 1:

The Employer agrees that three 3) representatives of the Union shall meet bi-monthly with management, or as necessary if mutually agreed by the parties for the purposes of discussing issues of common interests and establishing and maintaining Labor-Management Cooperation.

Section 2:

The purpose of these meetings shall be to discuss different points of view and exchange views on working conditions, terms of employment, matters which either party believes will contribute to improvement in the relation between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the meetings be for any other purpose which will modify, add to or detract from the provisions of this Agreement.
Section 3:

The Department and Union agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meeting. Any topics not discussed during the meeting may be tabled for later discussion by either party.

Section 4:

Where appropriate, upon mutual agreement, the findings and recommendation of the Labor-Management committee will be forwarded to the Chief of Police or his designee for consideration.

Section 5:

The findings and recommendations of the Labor-Management Committee shall not be subject to the Grievance Procedure or Arbitration.

Section 6:

The Chief of Police or his/her designee shall respond to the findings and recommendations of the Labor-Management Committee within twenty days.

Section 7:

Appropriate management and Union representatives shall meet as necessary by mutual agreement to discuss problems covering the implementation of this Agreement.

ARTICLE V
DISCRIMINATION

Section 1; General Provisions:

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, age, sex, political affiliation, handicap, residence, matriculation, or otherwise provided by law.

Section 2; Equal Employment Practices:

The Employer agrees to vigorously continue the implementation of its Equal Employment Opportunity Program as approved by the D.C. Director, Department of Human Rights and Minority Business Development. For the purpose of this Agreement,
the Department/Agency's Affirmative Action Plan as developed by the Department will be observed. Progress reports will be sent to the Union periodically as to the implementation of the Affirmative Action Plan.

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Department's Affirmative Action Counselors, and be permitted to meet with Department EEO officials to discuss implementation of the Affirmative Action Plan including Department polices and program.

Section 3: Discrimination Charges:

Any charges of discrimination shall be considered by the appropriate administrative agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedures.

ARTICLE VI
UNION STEWARDS

Section 1:

The Employer shall recognize as employee representatives one (1) employee from each district, as designated by the Union and one (1) alternate to serve as Union stewards. The Union will supply the Employer with a roster listing the names of the stewards and the alternate which shall be posted on the appropriate bulletin boards. The Union shall notify the Employer of any changes in the roster of stewards and the stewards are authorized to perform union duties and responsibilities which may be assigned to them under the terms of this Agreement.

Section 2:

The Employer agrees to provide reasonable official time to union stewards for investigating, processing and presenting grievances up to and including arbitration hearings. However, permission must be granted by the immediate supervisor before leaving the job site. The Union steward shall specify in his/her request the location he/she wishes to visit and the length of time needed. The Employer agrees that permission will not be unreasonably denied; however, workload and scheduling consideration may not always allow for the release of the Union steward from his/her assignments as requested.

Section 3:

The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward in the performance of such duties.

Section 4:
If no Union steward is available to include Chief Steward, the President is entitled to fulfill those duties of the Union Steward.

Section 5:

This Article does not preclude employees from selecting other than a Union steward to represent him/her in a grievance; except no rival organization may represent an employee in the negotiated Grievance Procedure and provided also that if other than a Union representative is used, a Union representative of the exclusive organization must be given an opportunity to be present at the resolution.

ARTICLE VII
TRAINING

Section 1:

The Employer agrees to establish a training program for all new employees. This training shall occur prior to a new employee being assigned to a post and the employee shall be paid his/her normal rate of pay for all hours spent in training. As provided in General Order 202.1.E training shall not exceed twenty hours. Refresher Training for seasoned Guards will also be provided on days when Guards would normally not work because children were not in school.

Section 2:

The parties agree that the Training Committee shall consist of two Union members and two Agency members. The Union members shall provide input on any modifications or changes in the Crossing Guard Training curriculum.

Section 3:

The Chief of Police or his/her designee shall have final authority on any recommendations made by the Committee.

ARTICLE VIII
WORK RULES/GENERAL PROVISIONS

Section 1:

Employees shall be advised of the verbal and written work rules which they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and impact bargaining with the Union.
Section 2: (Visits by Union Representatives.)

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, District Council representatives or International representatives shall have access to all Districts except in secured areas, at any time during working hours to conduct labor/Manage business provided that advanced notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause minimal disruption of work activities.

Section 3:

Except as provided in Article VI, Section 4 and Section 5, neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, and ect.) on employer’s time or premises. Solicitation of Union membership and distribution of literature shall be confined to non-working time of all employees.

Section 4:

A Union representative may request the use of facilities occupied by the Metropolitan Police Department for Union meetings during non-work hours. Requests for the use of space must be made to the respective Commanding Officer. The Union agrees that reasonable care will be exercised in using the space provided and that the area will be left in a clean and orderly condition.

ARTICLE IX
BULLETIN BOARDS

The Employer agrees to furnish suitable Bulletin Boards and/or space in each district to be placed at locations mutually acceptable to the Union and the Employer. The Union shall limit its posting of notices and bulletins to such Bulletin Boards.

ARTICLE X
PERSONNEL FILES

Section 1: (Official Files)

The Employer shall maintain the official files of all personnel in all units covered by this Agreement in the Personnel Division. Adverse and Corrective Actions shall be removed from employees' personnel files in accordance with the rules and regulations established by the District Personnel Manual.
Section 2: (Rights to Examine)

Each employee shall have the right to examine the contents of his/her personnel files upon request.

Section 3: (Right to Respond)

Each Employee shall have the right to answer any material filed in his/her personnel file and his/her answer shall be attached to the material to which it relates.

Section 4: (Right to Copy)

An employee may copy any material in his/her personnel file.

Section 5: (Access by Union)

Upon representation of written authorization by an employee, the Union representative may examine the employee’s personnel file and make copies of material.

Section 6: (Confidential Information)

The Employer shall keep all arrest by the Metropolitan Police, fingerprint records and other confidential reports in a confidential file apart from the official personnel folder.

Section 7: (Employee to Receive Copies)

The employee shall receive a copy of all material placed in his/her folder in accordance with the present personnel practices.

Section 8: (Access by others)

The Employer shall inform the employee of all requests outside of the normal for information about him/her or from his/her personnel folder. The access card signed by all those who have requested and been given access to the employee’s file, shall be availed for review by the employee.

ARTICLE XI
TRANSFERS

Section 1:

Transfers requested by an employee to a position in the same classification within the Department may be effected by mutual agreement.
Section 2:

Seniority will be considered in the reassignment of employees reassigned within the same district.

Section 3:

Seniority means an employee’s length of continuous service with the employing department/agency from his/her date of hire. Employees hired on the same day shall use Alphabetical order of surname in determining seniority.

Section 4:

A copy of the department’s seniority list for unit employees shall be forwarded to the Local President semi-annually.

Section 5: (Involuntary Transfers)

A transfer shall be movement of an employee, from one post to another post. The Employer may impose an involuntary transfer due to an employee’s unsatisfactory performance of his/her duties. An involuntary transfer shall be imposed for cause and shall be corrective rather then punitive.

ARTICLE XII
VACANCY ANNOUNCEMENTS

Vacancy Announcements for the Department vacancies shall be posted at all work locations. One copy of the notice shall be supplied to the President of Local 709.

ARTICLE XIII
PERFORMANCE EVALUATION

D.C. Code § 1-614.53 (b) provides: “[n]otwithstanding any other provision of law or of any collective bargaining agreement, the implementation of the performance management system established in this subchapter is a non-negotiable subject for collective bargaining.” However, employees covered by this agreement may grieve what they believe to be an inaccurate or unfair evaluation.

ARTICLE XIV
WAGES/PROMOTIONS

Section 1: (Pay Period)
The salaries and wages of the employees shall be paid bi-weekly. In the event the schedule pay day is a holiday, the preceding day shall be the pay day.

Section 2: (Negotiated Compensation Issues)

All compensation issues concluded in the applicable Compensation Agreement shall be incorporated into this Agreement by reference.

Section 3: (Promotions)

Crossing Guards will be eligible to move from Grade 2 to Grade 3 after satisfactory performance of six (6) months in Grade 2. The appropriate Crossing Guard Coordinator will process the paperwork for such upgrade.

ARTICLE XV
HOURS OF WORK

The workday for employees shall normally be four (4) hours per day and the work week will normally be twenty (20) hours during the scheduled school year and scheduled tour of duty. A Legal Holiday which falls on the Crossing Guard’s regularly scheduled workday is a legal public Holiday for the Crossing Guard.

The Department shall make an effort to maintain a work schedule that provides for a minimum of four (4) hours per work day and twenty (20) hours per work week, however, the parties recognize that this does not guarantee the above-stated hours and such hours may be reduced or increased as the Department sees the need. However, in the event the department reduces or increase the hours of work for the entire bargaining unit, the Union will be advised in advance.

ARTICLE XVI
LEAVE

Employees covered by this Agreement are entitled to leave on a pro rata basis as appropriate. The major types of leave are annual and sick; however, other types of leave may apply pursuant to District Law and Regulation.

ANNUAL LEAVE

(a) Part-time employees with fewer than three (3) years of service earn one (1) hour of annual leave for each twenty (20) hours in a pay status.
(b) Those with three (3) but fewer than fifteen (15) years of service earn one (1) hour of annual leave for each thirteen (13) hours in a pay status.
(c) Those with fifteen (15) or more years earn one (1) hour of annual for each ten (10) hours in a pay status.
Annual leave generally must be accrued, requested and approved before it may be used. Approval is not automatic but depends on needs of the operation. Crossing Guards shall be allowed to use their accrued annual leave during the year when school is not in session.

SICK LEAVE

Employees who work on a regular scheduled part-time basis earn sick leave at the rate of one (1) hour for every twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. Sick leave for medical, dental or optical appointments should be requested in advance. In all other situations, the employee should notify his/her supervisor as early as practicable on the first day of absence. A supervisor may require a medical certificate of incapacitation for any absence of three (3) consecutive days or more attributable to sickness.

ARTICLE XVII
ATTACK INCIDENTS

Section 1:

Any attacks upon a Crossing Guard shall be immediately reported to a scout car officer or Crossing Guard Coordinator and followed up with a written report on the incident by the Crossing Guard. The Coordinator is responsible for investigating the incident and keeping a file of such reports and investigations.

Section 2:

Within a reasonable period of time following the effective date of this Agreement, the Department shall review all such reports/investigations and shall determine whether or not to issue any attack deterrent devices. The Union shall be informed of the Department’s determination.

ARTICLE XVIII
UNIFORMS

Section 1:

Each employee shall be entitled to an annual supplemental allowance of Two Hundred-fifty dollars ($250.00) to cover the items not traditionally issued to Crossing Guards as identified on page twenty (20) of the Appendix. This includes Long Johns, insulated gloves, socks, shoes and scarf. The Department will provide the winter hat. The annual supplemental allowance is also to cover the replacement of time worn and damaged items.
Section 2:

The Union shall be entitled to have one (1) member sit on the Uniform and Equipment Board as an advisor when such board is considering the uniforms or equipment of School crossing Guards.

ARTICLE XIX
REDUTION-IN-FORCE

Section 1: Definition

The term reduction-in-force, as used in this Agreement means the separation of a permanent employee, his/her reduction in grade or pay, or his/her reduction in rank because of:

(a) Reorganization
(b) Abolishment of his/her position
(c) Lack of work
(d) Lack of funds
(e) New equipment
(f) Job consolidation
(g) Displacement by an employee with greater retention rights who was displaced because of (a) through (f) of this section.

Section 2: Consultation

The Employer agrees to consult in advance with the Union prior to reaching decisions that might lead to reduction-in-force in the bargaining unit. The Employer further agrees to minimize the effect of such reduction-in-force on employees and to consult with the Union toward this end.

Section 3: Procedure

In the event of a reduction-in-force, the reduction-in-force procedures of the District government shall be followed.
ARTICLE XX
STRIKES AND LOCKOUTS

Section 1: Definition

For the purpose of this contract, the term “strike” includes any strikes or concerted action with others that involves a failure to report for duty, the willful absence from one’s position; a slow down or work stoppage; the abstinence in whole or part from full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Department for the conditions for compensation of the rights, privileges or obligations of employment.

Section 2: Strikes

Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike. The Union will not engage in or condone any job action or “wildcat” strike under any condition and will assist the Employer in getting the employees back to work.

Section 3: Lockouts

No lockout of employees shall be instituted by the Employer during the term of this contract except that the Employer in a strike situation retains the right to close down any facility to provide for the safety of employees, equipment or the public.

Section 4: Discipline

The Employer may discipline any employee who engages in a strike.

ARTICLE XXI
DISCIPLINARY ACTION

Section 1: Definition

Discipline shall be imposed by the Employer for cause as defined by Chapter 16 of the District Personnel Manual. Appeal of corrective or adverse actions shall be made in accordance with this Agreement.

Section 2: Probation
The removal and appeal of probationary employees will be governed by the Comprehensive Merit Personnel Act and applicable District Personnel Regulations. The termination of an employee, during the 12 month probationary period, may not be grieved under the provisions of this Agreement.

Section 3: Procedures

In accordance with law and this Agreement, employees have a right to contest corrective or adverse actions through either the Office of Employee Appeals or the negotiated grievance procedure. An employee shall exclusively select either of these procedures in writing. The selection once made cannot be changed.

(a) Should the employee elect to appeal the action to the Office of Employee Appeals, such appeal shall be filed in accordance with the Office of Employee Appeals Regulations.
(b) Should the employee elect to grieve the action under the negotiated grievance procedure, the grievance must be filed at Step 2 of the negotiated grievance procedure; said filing must be taken within ten working days from the effective date of the action.

Section 4: Verbal Admonishment

If the Employer has reason to verbally admonish or reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 4: Notice

The department and the Union recognize that all employees are entitled to reasonable and timely notice of disciplinary action and the basis of such action. The Department agrees to provide the employees with a written final decision.

ARTICLE XXII
GRIEVANCE PROCEDURE

Section 1: Purpose

The purpose of the grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation, misapplication or misinterpretation of the terms of this Agreement shall constitute a grievance under the provisions of this agreement procedure.

Section 2: Presentation of a Grievance.
A grievance may be brought under this procedure by one or more aggrieved employee(s) with or without Union Representation.

(a) The Union may file a grievance on behalf of an employee that is incapacitated. However, prior to the Union filing the grievance on the employee’s behalf, the employee must sign the grievance.

(b) If the grievance involves all the employees in the bargaining unit, the grievance may be filed by the Union as a class grievance directly at step 2 of the grievance procedure. It is understood that a grievance filed by the Union as a class grievance will be processed only if the issue raised by the grievance is the same as to all employees involved. Class grievances must be submitted within twenty-one (21) days of their occurrence and will be responded to within twenty-one (21) days of their receipt at Step 2.

(c) If a grievance involves a group of employees within a District, the grievance may be filed by the group of employees within ten (10) days of its occurrence or knowledge of its occurrence at/to the District Commander’s level.

(d) If the employees or the Union fails to follow the prescribed time limits established by this Article, the grievance shall be considered satisfactorily settled based on the last answer received. The employee, nor the Union, shall be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the prescribed time limits specified at any step shall enable the employees or Union to pursue the grievance at the next higher step.

(e) The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties thereto, but if not so waived must be strictly adhered to.

Section 3: Informal Step

The aggrieved employees, with or without Union representation, shall meet with the designated management official in their District and orally discuss the grievance. This official shall make a decision, and orally communicate this decision to the employee(s) within three (3) days from the initial presentation of the grievance.

Section 4: Step One (1)

If the grievance is not resolved informally, the employee shall submit a written grievance to his/her District Commander within seven (7) days following the informal response. The specific written grievance presented at Step 1 shall be used solely and exclusively as the basis for all subsequent Steps. The written grievance at this step and all thereafter shall contain the following:
(a) A statement of the specific provisions of the agreement alleged to have been violated, misapplied or misinterpreted.
(b) The manner, in which the provision is purported to have been violated, misapplied or misinterpreted.
(c) The date or dates on which the alleged violation, misinterpretation or misapplication occurred.
(d) The specific remedy or adjustment sought.
(e) Authorization for the Union or other employee representative, if desired by the employee, to act as his/her representative in the grievance.
(f) Signature of the aggrieved employee at Step One (1) is sufficient for the processing of the grievance at Step Two (2).
(g) If the grievance does not contain the required information, the grievant shall be notified and granted five (5) days from the receipt or the notification to resubmit the grievance. Failure to resubmit the grievance as required within the Five (5) day period shall void the grievance.
(h) The Employer's District Commander shall respond in writing within seven (7) days of its receipt. The written response shall contain the following:
   (1) An affirmation or denial of the facts upon which the grievance is based
   (2) An analysis of the alleged violation of the Agreement
   (3) The remedy or adjustment, if any, to be made
   (4) Signature of the appropriate management representative.

Section 5: Step Two (2)

If the grievance is not resolved at Step One (1), the employee shall submit a written grievance to the Chief of Police within seven (7) days following receipt of their Commanding Officer's response. The Chief of Police shall respond in writing to the grievance within seven (7) days of its receipt.

The department and the Union agree that every effort will be made to settle the grievance within the department and at the lowest possible level.

Section 6: Other Provision

The employees in the unit and the Union shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either breaches this provision, the right to invoke the provisions of this Article as to the incident shall be forfeit.

The settlement of a grievance shall not constitute a precedent in the settlement of future grievances.
The fact that a grievance is raised by an employee regardless of its ultimate disposition shall not be recorded in the employee’s personnel file.

If an employee is given a directive by a supervisor which he/she believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee’s compliance with such a directive will not prejudice the employee’s right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

The presentation and discussion of a grievance provided for in this Article shall be conducted at a time and place which will afford fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be presented only for the time necessary for them to present personal testimony.

No recording device shall be utilized during any step of this procedure. No person shall be present at any step for the purpose of recording discussions.

All “days” referred to in this Article shall be considered calendar days.

Section 7: Arbitration

The parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the Grievance Procedure and is the agreed to method of appealing disciplinary actions as provided for in Section Three (3) of the Disciplinary Action Article XXI.

(a) Within ten (10) days of the decision of the Chief of Police on an arbitrable disciplinary action or a grievance, the Union, on behalf of an employee or employees, may advise the Chief of Police in writing signed by the aggrieved employee(s) of its demand for arbitration. The parties agree to meet at least once in a last attempt at conciliation. Should conciliation fail to settle the dispute the parties will attempt to agree on a statement of issue for submission to arbitration. If the parties are unable to agree on a joint statement of the issue, the arbitrator shall be free to determine the issue.

(b) If the Department believes the issue(s) is not arbitrable and the Union disagrees or if agreement cannot be reached on a joint stipulation of the issue(s), each party shall submit its own statement of the issue(s) to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The Arbitrator shall be selected by the parties from a panel or panels submitted by the American Arbitration Association.

(c) Submission to arbitration shall be made within ten (10) days from any attempt at conciliation.
(d) The arbitrator shall hear and decide only one grievance or appeal in each case.

(e) The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceedings any evidence not previously disclosed to the other party.

(f) The hearing on the grievance or appeal shall be informal and the rules of evidence shall not apply. The hearing shall not be open to the public or persons not immediately involved unless all parties to the same agree. All parties shall have the right at their own expense to legal and/or stenographic assistance at this hearing.

(g) The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented and shall confine his decision solely to the precise issue(s) submitted for arbitration.

(h) Arbitration awards shall not be made retroactive beyond the date of the occurrence of the event upon which the grievance or appeal is based.

(i) The arbitrator shall render his decision in writing, setting forth his opinion and conclusions on the issue(s) submitted, within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement.

(j) A statement of the arbitrator’s fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne equally by both parties.

Section 8: Arbitrator Award Appeal

Either party may file an appeal from an arbitrator award to the PERB, not later than twenty (20) days after the award is served for reasons which show that:

(a) The arbitrator was without authority or exceeded the jurisdiction granted; or
(b) The award on its face is contrary to law and public policy; or
(c) Was procured by fraud, collusion or other similar and unlawful means.

Section 9: Expedited Arbitration

In lieu of the arbitration procedures in this Article, the parties may by mutual agreement, refer a particular grievance to expedited arbitration. The parties shall meet and select from the list of approved arbitrators, the arbitrator with the first available date. The Hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal Rules of Evidence and the arbitrator shall issue a decision within five (5) days after the close of the hearing. The decision is binding on the parties.
ARTICLE XXIII
SAVINGS CLAUSE

Should any part hereof or any provision herein contain be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Should such invalidations occur the parties shall meet and within thirty (30) days to negotiate a replacement provision.

ARTICLE XXIV
DURATION AND FINALITY

Section 1: Duration of Agreement

This Agreement shall be implemented as provided herein subject to the requirement of section 1715 of the CMPA (Section 1-618.15(a), D.C. Code, 1981 Edition). This Agreement shall be effective as of January 1, 2002, and shall remain in full force and effect until the 30th day of December 2005. Should either party desire to renegotiate, this Contract, notice will be given in writing, not more than ninety (90) days nor less than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiations. If neither party gives notice of a desire to renegotiate the Agreement, then the Agreement shall automatically renew for twelve-month intervals.

Section 2: Finality

In witness whereof, the parties hereto have set their hands this THIRTEENTH day of MAY, 2002. This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues that were or could have been negotiated. This Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.
APPENDIX

Each employee shall be issued the following uniform items:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Blouse (coat)</td>
<td>2</td>
</tr>
<tr>
<td>2. Boots</td>
<td>1</td>
</tr>
<tr>
<td>3. Cap</td>
<td>2</td>
</tr>
<tr>
<td>4. Gloves (cotton)</td>
<td>1</td>
</tr>
<tr>
<td>5. Gloves (wool)</td>
<td>1</td>
</tr>
<tr>
<td>6. Necktie</td>
<td>1</td>
</tr>
<tr>
<td>7. Overcoat</td>
<td>2</td>
</tr>
<tr>
<td>8. Raincoat</td>
<td>1</td>
</tr>
<tr>
<td>9. Rain Cap Cover</td>
<td>1</td>
</tr>
<tr>
<td>10. Shirt (long sleeve)</td>
<td>5</td>
</tr>
<tr>
<td>11. Shirt (short sleeve)</td>
<td>5</td>
</tr>
<tr>
<td>12. Sweater</td>
<td>1</td>
</tr>
<tr>
<td>13. Pants (summer)</td>
<td>3</td>
</tr>
<tr>
<td>14. Pants (winter)</td>
<td>3</td>
</tr>
<tr>
<td>15. Cap Cover (visibility)</td>
<td>1</td>
</tr>
</tbody>
</table>

Each employee shall be issued the following items of equipment:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Badge</td>
<td>1</td>
</tr>
<tr>
<td>2. Cap Plate</td>
<td>1</td>
</tr>
<tr>
<td>3. ID Card</td>
<td>1</td>
</tr>
<tr>
<td>4. Insignias (Unit)</td>
<td>1</td>
</tr>
<tr>
<td>5. Jacket (visibility)</td>
<td>1</td>
</tr>
<tr>
<td>6. Whistle</td>
<td>1</td>
</tr>
<tr>
<td>7. Name Plate</td>
<td>1</td>
</tr>
</tbody>
</table>

Other required clothing items not issued by the Department.

1. Oxford Shoes (black)
2. Heavy Wool Socks (black/blue)
3. Heavy Scarf (black/blue)
4. Winter Hat (blue; covers ears)
5. Insulated Gloves