

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

The District of Columbia  
Department of Youth Rehabilitation Services  
(formerly known as the "Department of Human Services")

and

the Fraternal Order of Police/Department of Youth Rehabilitation  
Services Labor Committee  
(formerly known as the "Fraternal Order of Police/Department of Human Services  
Labor Committee")

EFFECTIVE OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021

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## PREAMBLE

This Agreement is entered into between the District of Columbia Department of Youth Rehabilitation Services, formerly known as the "Department of Human Services" (hereinafter referred to as the Employer) and the Fraternal Order of Police/Department of Youth Rehabilitation Services Labor Committee, formerly known as the "Fraternal Order of Police/Department of Human Services Labor Committee" (hereinafter referred to as the Union).

The Employer and the Union recognize the need to provide efficient service to the public and to maintain and increase the quality of service. Both parties further agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations. Each party declares without reservation the contents of the Agreement.

Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during the term of this Agreement, unless provided for elsewhere in this Agreement, or such proposal is entertained by mutual agreement of the parties.

The Preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

## ARTICLE 1—RECOGNITION

The Union is the exclusive collective bargaining representative for certain employees of the Employer in an appropriate unit ("the Unit" herein) as certified by the Public Employee Relations Board (PERB) in PERB Case No.96-RC-02, Certification No. 93, as amended.

## ARTICLE 2—GOVERNING LAWS AND REGULATIONS

The Employer and Union agree that all applicable District of Columbia laws, government-wide rules, regulations or Department rules, issuances or policies govern the working conditions regarding this Agreement. In the event any D.C. laws, Government-wide rule or regulation or Department rule, issuance or policy is in conflict with this Agreement, the terms of this Agreement shall prevail.

## ARTICLE 3—UNION SECURITY AND DUES DEDUCTION

### SECTION 1:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership. Employees covered by this Agreement have the right to join or refrain from joining the Union.

### SECTION 2:

Pursuant to D.C. Official Code § 1-617.01 (2001 edition), the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The dues check-off authorization may be cancelled in accordance with the lawful terms of employee's agreement with the Union under which an employee voluntarily authorized said deductions and upon notification by the Union that the employee's check-off should be cancelled consistent with such terms.

### SECTION 3:

Employee's Union dues shall be transmitted to the Union, minus ten (0.10) cents to the Office of Labor Relations and Collective Bargaining for the administrative costs associated with the collection of said dues.

### SECTION 4:

The Union may require that an employee who does not pay dues shall pay all reasonable costs incurred by the Union in representing such employee(s) in personal grievances, adverse actions or appeal proceedings in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA).

### SECTION 5:

The Employer and the District Government as a whole shall be indemnified or otherwise held harmless for any errors, or omissions in carrying out the provisions of this Article.

### SECTION 6:

When an employee is permanently separated from the bargaining unit, he/she will submit a request to have Union dues deductions canceled. Upon request, on a quarterly basis, Management will provide the Union with a list of names of bargaining unit members.

### SECTION 7:

Payment of dues shall not be a condition of employment.

## ARTICLE 4—UNION RIGHTS

### SECTION 1:

A. The Union Chairperson, Shop Stewards, Officers, and duly designated representatives shall be granted a reasonable amount of official time to perform representational functions during duty hours. Use of official time shall not result in any loss of pay, adversarial action, retaliatory action or loss of any other benefits as a result thereof. Performance-evaluations of employee representatives shall consider only assignments performed relative to the position of record.

B. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employees on behalf of other employees or the Union or other authorized official representatives pursuant to representational rights under the terms of this Agreement and District of Columbia law. Examples of activities for which official time will be authorized include, but are not limited to:

1. Labor negotiations;
2. Contacts between employee representatives and employees provided for in the negotiated grievance procedure;
3. Grievance meetings, administrative hearings and arbitration hearings;
4. Disciplinary or adverse action proceedings, if the union is designated as a representative of the employee;
5. Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action and the employee has requested representation;
6. Union-sponsored training that benefits both labor and management;
7. Attendance at board or other committee meetings on which the Union representatives are authorized membership by Management or the Agreement;
8. Attendance at meetings between the Employer and the Union;
9. Attendance at agency recognized/sponsored activities to which the Union has been invited;
10. Attendance at meetings between the Union and bargaining unit employees regarding the terms of working conditions and conditions of employment; and
11. Other joint labor-management activities benefiting both labor and management.

C. Official time shall not include time spent on internal Union business.

### SECTION 2:

A. Requests to use official time to carry out representational functions shall be made on the "Official Time Report" (See form attached).

B. Official time for all Union representatives must be requested and approved by an authorized management official as designated in writing by the deputy director in advance consistent with workload requirements except when exceptional circumstances do not allow for advance approval (e.g., unscheduled meetings called by management when the Union's attendance is requested, representation of employees in interviews where the employee might be subject to discipline).

C. The Union representative shall request authorization from an authorized management official as designated in writing by the deputy director. The Union representative will indicate to the supervisor or designee, on the "Official Time Report" form (See form attachment), the representational activity to be performed and approximate length of time required.

D. Advance requests for official time are understood to be estimates.

E. Workload needs will be balanced with official time needs prior to approval based on the following standard: official time requests will be granted except under conditions of work necessity.

F. If the Employer denies official time to a Union representative, the representative will be notified, at the time of denial, when they will be released. If the release is delayed for more than twenty-four (24) hours, the Union Chairperson or designee may request that the Management Official state the denial and the reason for denial. Such statement will be provided in writing within two (2) workdays.

### SECTION 3:

Within thirty (30) business days of certification of the results of a Union election or appointment of new Shop Steward(s), the Union shall provide the Labor Liaison, in writing, with a complete list of all Union Officers and Shop Stewards. It shall be the responsibility of the Union to notify the Authorized Management Official(s) in writing of any changes in the roster of Union Officers and Shop Stewards. The Employer will not recognize any representative who is not listed as required, or for whom notification was not provided in accordance with this section.

### SECTION 4:

A. Union representatives, as designated in Section 3, Subparagraph A of this Article are authorized to perform and discharge representational functions related to representing employees in the unit.

B. A Union representative may be required to leave his/her assigned work area to transact permissible labor-management business. When it becomes necessary for an officer or steward to transact permissible labor-management business away from the assigned work area during work hours, the officer or steward must request and receive permission from an authorized management official as designated in writing by the deputy director, utilizing the "Official Time Report" form.

Before entering a work area other than his/her own, a Union representative shall request from the appropriate supervisor of his/her desire to visit or meet and confer with an employee in that work area. If the supervisor is unable to grant the request, the representative will be advised of an appropriate time to meet with the employee within two (2) calendar days. If such meeting cannot take place within (2) calendar days of the original

request, then Management shall extend any relevant deadlines by a duration commensurate with the delay.

SECTION 5:

Management agrees to recognize the officers and duly designated representatives of the Union who are not employees and shall be advised by the Union of the names of its officers and representatives.

SECTION 6:

Union officers may also be granted official time to participate in labor/management activities on behalf of the Union including, attending scheduled meetings with Management officials outside the Department, officials of the Executive Branch, and the Council of the District of Columbia.

SECTION 7:

The Union will be notified prior to any change in shift assignments of duly appointed stewards. The Union will be notified prior to the implementation of new shifts that would affect the members of the unit. The Union will have the right to select a steward for each newly organized shift. In the event a shop steward is detailed or reassigned, he/she will be given reasonable time to complete all pending matters in which he/she is involved.

SECTION 8:

During orientation of new employees or when new employees come on board, the Union president or his/her designee shall be granted up to one (1) hour for the purpose of informing employees of the Union's exclusive recognition, union benefits, and employee rights under the negotiated agreement as well as distribution of any Union related materials. The shop steward will be given an opportunity to meet with the new employee.

SECTION 9

The Employer agrees, upon request, to notify the Union of new employees in the bargaining unit listed by organization unit with title and grade.

SECTION 10:

Upon request, the Employer agrees to provide the Union with a list in alphabetical order, of all employees in the bargaining unit. The list shall contain name, job title, grade, date employment, job status, date of NTE for temporary/term employees, when applicable, and CBU codes.

SECTION 11--LABOR REPRESENTATIVE TRAINING:

Each Local shall notify the Office of Labor Relations and Collective Bargaining (OLRCB) in advance of Union Sponsored training, with the names of the Union officials and stewards

who are to attend. The Employer shall grant official time for Union stewards and officials to attend Union sponsored training related to their roles as Union Representatives.

#### SECTION 12:

If it has space available, the Employer agrees to provide the Union with habitable office space for its exclusive use at the Employer's facility where the majority of the bargaining unit is employed.

### ARTICLE 5--LABOR MANAGEMENT RELATIONS

#### SECTION 1--LABOR MANAGEMENT RELATIONS COMMITTEE

A. The parties agree to establish a Labor-Management Relations Committee. This Committee will be composed of five (5) Union representatives and five (5) Management representatives. The Union and the Employer shall independently establish methods related to appointment and tenure of Committee representatives. The Committee shall meet quarterly or on a mutually agreed upon basis, as needed. The parties shall provide an agenda five (5) working days prior to the scheduled meeting. The meetings will be co-chaired by one (1) Union and one (1) Management representative.

B. The Labor-Management Relations Committee may establish subcommittees as may be necessary and agreed upon by the Committee Representatives. The Labor-Management Committee may make recommendations to the Department but shall not have any authority to renegotiate, amend or otherwise alter this Agreement. The parties agree that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings.

C. When either party has agreed to furnish to the other party information relevant to a topic discussed in the Labor-Management Relations Committee, the information shall be provided within fifteen (15) working days, when practicable. The fifteen working day time limit may be waived upon mutual agreement.

#### SECTION 2--LEVEL MEETINGS:

For the purpose of establishing open communications, upon request, the Employer' and the Union Chairperson with the Executive Board will meet on an as needed basis, provided either party furnishes the other with an itemized agenda setting forth the topics of discussion five (5) working days prior to the meeting. When preparing the agenda called for in this Section, the Employer and the Union will provide space on the agenda for appropriate issues which may arise after the agenda is submitted. If the parties mutually agree that other meetings are necessary, such meetings shall be scheduled to discuss the specific issue(s).

SECTION 3:

The Department Director or designee may meet quarterly with the Union Chairperson and the Executive Board in his/her Department, provided either party furnishes the other an itemized agenda fifteen (15) working days prior to the meeting.

ARTICLE 6—EMPLOYEE RIGHTS

SECTION 1:

Employees shall have the right to: organize a labor organization free from interference, restraint, or coercion; form, join, or assist any labor organization or to refrain from such activity; bargain collectively through representatives of their own choosing; and refrain from any or all such activities, in accordance with D.C. Official Code Section 1-617.06.

SECTION 2:

The terms of this Agreement do not preclude any bargaining unit employee from bringing matters of a personal concern to the attention of the appropriate officials of the Employer and/or the Union.

SECTION 3:

Employees elected to Union office may request a leave of absence without pay from their employment with the Department to perform union related duties in accordance with D.C. Official Code Section 1-612.03(p).

ARTICLE 7—CLASSIFICATION AND POSITION DESCRIPTION

SECTION 1 - CLASSIFICATION:

A. An employee may request a review of his/her classification in terms of title, series, grade or description with his/her supervisor. Such a request must be presented in writing to the supervisor. If the review does not settle the matter, the employee may request a review through the D.C. Office of Personnel, using the District Personnel procedures.

B. Any appeal of a classification action shall be processed exclusively in accordance with the grievance procedure outlined in the District Personnel Manual.

SECTION 2 - POSITION DESCRIPTIONS:

Employees may request a copy of the description of the position to which assigned within ten (10) business days after the time of the assignment or upon request. An employee detailed or reassigned to an established position shall be given a position description within ten (10) business days after the time of assignment. An employee detailed to an

unestablished position shall be furnished with a statement of duties within ten (10) business days after the time of assignment to the detail.

### SECTION 3:

If the Union is representing an employee or group of employees and needs a position description to facilitate the representation, the Union may request a copy (ies) of the position description(s) from the Employer. All requests must be submitted in writing, identifying the name(s), series, and grade(s) of position(s) requested. The Employer will provide the position description(s) within ten (10) business days.

### SECTION 4:

When changes are made to a position description, the affected employee will be notified prior to implementation and will receive a copy of the official revised position description within ten (10) business days.

### SECTION 5:

The principle of equal pay for equal work will be supported in accordance with the provisions of the D.C. Official Code, Section 1-611.01 (a)(2) (2001 edition) and applicable D.C. Personnel regulations and instructions.

### SECTION 6:

Alleged violations of equal pay for equal work law shall be handled exclusively in accordance with law and procedures of the District Personnel Manual.

## ARTICLE 8—MERIT STAFFING

### SECTION 1:

The Union Chairperson or designee shall be furnished a copy of all vacancy announcements when issued.

### SECTION 2:

When a vacancy is within the bargaining unit, the Employer shall notify the Union in advance prior to the convening of an interview panel. The Union may send one (1) representative to attend as an observer to ensure that interviews are job-related, reasonably consistent, and fair to all candidates, pursuant to D.C. laws and regulations. The Union representative shall not interfere with the interview process and his/her attendance shall not result in the Employer having to incur overtime/drafting procedures. In the event the Union representative is delayed or fails to attend scheduled interviews, Management reserves the right to continue the interview process.

SECTION 3: ACCESS TO MERIT STAFFING INFORMATION

A. An applicant who has made application in response to a specific merit staffing announcement is entitled to the following information concerning his or her consideration under that announcement (the same information is available to the applicant's representative designated in writing):

1. Any record of performance or supervisory evaluation not submitted by the candidate which was used in considering him or her for selection;
2. Whether he or she was found eligible on the basis of minimum qualifications for the position;
3. Whether he or she was among the candidates referred to the selecting official;
4. His or her categorical ranking; and
5. The name of the individual selected.

B. The information requested may be transcribed from the merit staffing file or copies may be provided. If copies of documents are furnished, names and data relating to all other candidates must be deleted. Names and data relating to other candidates may not be released because such release would constitute an invasion of the privacy of the other candidates.

SECTION 4: VIOLATIONS AND CORRECTIONS

The parties agree that merit promotion principles should be applied as prescribed in the Comprehensive Merit Personnel Act (CMPA) and DPM, and in accordance with Departmental procedures.

ARTICLE 9--DETAILS AND TEMPORARY PROMOTIONS

Details and temporary promotions will be conducted in accordance with the provisions set forth in the DPM.

SECTION 1 - DETAILS:

A. Nothing in this Agreement prevents the Employer from detailing an employee to maintain and preserve the efficiency of the service or the health, safety or welfare of the Department.

B. Employees detailed to work in a higher graded position shall be entitled to the pay associated with that position effective the first pay period following the detail after undertaking the duties of the higher grade for a period of ninety (90) consecutive days. Thereafter, beginning on the ninety-first (91st) day, the employee is entitled to acting pay as long as he/she remains in the detail.

C. A record of all employee details or assignments to higher-graded positions in excess of thirty (30) working days shall be documented and placed in his/her Official Personnel File (OPF). Notification of a detail or assignment shall be given to the affected employee as soon as practicable prior to the proposed detail.

D. Employees on detail to a lower-grade position shall maintain the pay of his/her incumbent position.

#### SECTION 2 - TEMPORARY PROMOTION:

Except in emergency circumstances, advance notice shall be given to the Union of temporary promotions of Local Officers and Stewards. The notification shall include the position, title, grade, effective date, and location.

#### ARTICLE 10—SPECIALLY FUNDED POSITIONS

The Employer agrees, prior to transferring employees into specially funded positions, to explain the employment and funding contingencies of the position and to document such employment and funding contingencies on the Personnel Action Form 1 and to provide a copy to the employee.

#### ARTICLE 11—TEMPORARY AND TERM EMPLOYEES

Employees appointed non-competitively to term or temporary positions are subject to the terms and procedures in Article 17 of the Comp 1 and 2 Compensation Agreement.

#### ARTICLE 12—REASSIGNMENT

##### SECTION 1:

Requests for reassignments may be made by an employee. Employees requesting reassignment within the same organizational unit or to other organizational units shall submit a request in writing, inclusive of the supportive reasons, to their immediate supervisor. The supervisor will respond to the written request in writing within fifteen (15) days. The notification periods in Sections 2 and 3 below will not apply to reassignments made pursuant to a request.

##### SECTION 2:

If an employee is reassigned, he/she will be given at least fourteen (14) days advanced notice of the reassignment except in cases of shortage or emergencies. If a reassignment involves relocation to a different facility or building, fourteen (14) working days advanced notice will be given to the employee, unless an emergency situation necessitates the

reassignment. When an employee is reassigned, a personnel action will be prepared to initiate the action.

### SECTION 3:

If a reassignment or relocation of a Union representative is planned, the Union Chairperson will be given a fourteen (14) day advance written notice provided that the Employer has been notified that the employee listed is an authorized Union representative prior to reassignment.

## ARTICLE 13—PERFORMANCE EVALUATION

Each employee shall be evaluated in accordance with Section 1-613.52 of the D.C. Official Code. The Employer agrees that, when feasible, it will engage in employee counseling as a means of improving employee performance before resorting to discipline.

## ARTICLE 14—TRAINING AND UPWARD MOBILITY

The Employer and the Union recognize the need for cooperation in the area of employee training and upward mobility.

### SECTION 1 - INFORMATION:

The Department will assist employees in implementing individual career development plans by publicizing training programs and current training opportunities.

### SECTION 2:

When information on training is received the Department agrees to post such information on bulletin boards or electronically.

### SECTION 3 - RECORDS:

A record of satisfactorily completed training courses may be filed by each employee in his/her Agency Personnel File.

### SECTION 4 - IN-HOUSE TRAINING:

Training which is authorized and approved by the Department under the terms of this Agreement shall be conducted during duty hours where practical. The Employer reserves the right to schedule training sessions. Multiple training sessions will not be scheduled to accommodate all duty hours. Shift employees shall not lose any money because of training in accordance with the District Personnel Manual, Chapters 12 and 13. All employees assigned to attend training shall be given at least seven (7) calendar days' notice of the training and its date, location, and time.

SECTION 5--OPTIONAL TRAINING:

A. Bargaining unit employees will be given an opportunity to apply for and participate in appropriate training and educational programs. Requests for training and educational opportunities shall be processed timely.

B. Employees shall be notified in a timely manner of their selection or non-selection for a training or educational opportunity for which they applied or were nominated. In cases where a training request or nomination has been denied, the employees may request and receive an explanation for the denial.

SECTION 6:

Subject to availability of training and educational funds, the Department may pay or help pay tuition for approved training offered outside of the Department.

SECTION 7-- MANDATORY TRAINING:

When the Department introduces new equipment, new rules, regulations or policies into the work place which impacts upon the position and/or duties of an employee in the bargaining unit, the Department will provide the necessary training. Shift employees shall not lose any monies because of training in accordance with the District Personnel Manual, Chapters 12 and 13.

ARTICLE 15—CONTRACTING OUT/PRIVATIZATION

SECTION 1:

The parties agree that, the decision to contract out is a management right subject to applicable laws, regulations and policies.

SECTION 2:

It is agreed that issues regarding contracting out or privatization, are appropriate for Labor/Management meetings. The Department agrees to discuss such issues, as well as alternatives of contracting out or privatization (existing and future work) with the Union.

SECTION 3:

The Employer agrees to give the Union at least forty-five (45) days advance notice of any contracting out actions which may displace any bargaining unit employees, except in emergency situations. The Employer agrees to consider existing resources, to consult with the Union, and further agrees to consider the views, recommendations, and suggestions offered by the Union concerning the impact of its decision to contract out bargaining unit positions. When requested by either party, Union proposals and Agency responses will be reduced to writing.

SECTION 4:

The Employer agrees to minimize displacement actions by reassigning, retraining, restricting hiring as required under the Agency Reemployment and Displaced Employee Programs, and taking other actions necessary to retain bargaining unit employees consistent with applicable laws and regulations.

SECTION 5:

When requested, the Employer agrees to provide the Union with current information on contracts within the Agency, and the names of bargaining unit members who will be displaced.

ARTICLE 16—REORGANIZATION OR REALIGNMENT

SECTION 1:

Reorganization is defined under Section 1-315.03 of the D.C. Official Code (2001 edition) as "that action which results in the transfer, consolidation, abolition, or authorization with respect to functions and hierarchy, between or among agencies, and which affects the structure or structures thereof, at the control or responsibility level(s)..." and including but not limited to the specific circumstances described in Sections 1-315.03(1) - (4).

SECTION 2:

Within the context of this Agreement, realignment is defined as a change in the internal structure or functions of the Agency which effects a substantial number of employees in the bargaining unit but which does not constitute reorganization.

SECTION 3:

The Employer agrees to give the Union at least thirty (30) days' notice, except in emergency situations, of its intent to effect a reorganization impacting on bargaining unit employees. The Employer shall notify the Union in writing and shall provide the following information:

- A. A description of the purpose and nature of the changes;
- B. Organizational chart(s) existing and proposed;
- C. Mission and function statements existing and proposed;
- D. Staffing patterns existing and proposed; and
- E. Any relevant information deemed necessary for representational purposes.

SECTION 4:

When realignment occurs, the Director or his/her designee shall provide the relevant information requested by the union prior to the action.

SECTION 5:

Within ten (10) working days after receipt of the Employer's written notice to the Union, of the Employer's intent to effect reorganization impacting on bargaining unit employees, the Director or his/her designee shall arrange to meet with the Union prior to the implementation of the reorganization.

ARTICLE 17—EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1:

The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, national origin, or other criteria prohibited and, to promote the full realization of equal opportunity through positive and continuing efforts. Complaints of discrimination are not subject to the negotiated grievance procedure.

SECTION 2:

Through the procedures established for Union-Management cooperation, each party agrees to advise the other of equal opportunity problems of which they are aware. The Employer and the Union will jointly seek solution to such problems through personnel management procedures and programs provided in the Agreement and in the Employer's rules and regulations.

SECTION 3:

The Employer supports the Equal Employment Opportunity/Affirmative Action principles that:

- A. All personnel actions and employment practices are based on merit and fair and equitable treatment; and
- B. Any complaints of, or known discriminatory personnel management policy, procedure or practice, shall be given prompt and fair consideration and corrected where found.

SECTION 4:

The Union shall be promptly notified in writing of the name and telephone number of the EEO Counselor.

SECTION 5:

The name and telephone number of the Department's EEO Counselor shall be posted on all designated bulletin boards.

SECTION 6:

The Employer and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employees' opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcomed sexual overtures.

SECTION 7:

Employees alleging discrimination or sexual harassment shall contact the Department's EEO Counselor or another District of Columbia EEO Counselor of their choosing from outside the Department for assistance in processing such complaints. EEO complaints are not grievable under the collective bargaining agreement.

ARTICLE 18—REDUCTIONS-IN-FORCE (RIF)

SECTION 1:

The Agency agrees that reductions-in-force will be conducted in accordance with the procedures set forth in D.C. Official Code § 1-624.02 or § 1-624.08 as amended.

SECTION 2:

In the event of a reduction-in-force, the Agency shall engage in impact and effect bargaining upon request by the Union.

SECTION 3:

When requested by the Union, the Agency agrees to provide the Union with information that is relevant and necessary for the Union to engage in impact and effects bargaining.

ARTICLE 19—FURLOUGH

SECTION 1:

The Employer agrees to give the Union at least thirty (30) days advance notice, except in emergency situations, of the Mayor's approval of an administrative order authorizing a furlough affecting bargaining unit employees. Upon receipt of such notice, the Union has ten (10) days to request impact and effects bargaining and to submit proposals. Such notice shall be prior to the official notice to employees and will include:

- A. The reason for the action to be taken;

- B. The approximate number of employees who may be initially affected;
- C. The number of furlough hours; and
- D. The designated pay periods in which the furlough will be conducted.

SECTION 2:

Upon written request, the Union shall be provided information regarding the furlough action that is relevant and necessary for impact and effects bargaining.

ARTICLE 20—EMPLOYEE COUNSELING AND REFERRAL

SECTION 1:

The parties recognize that alcoholism, drug abuse and emotional illness or other personal problems may cause excessive absenteeism, disruptive behavior, or directly affect an employee's job performance. As such, the Employer shall make best efforts to assist employees experiencing these conditions by referring them to the appropriate District Government counseling or treatment program.

SECTION 2:

Employees accepting a referral will be provided reasonable time in accordance with applicable regulations, to improve work performance and/or attendance, provided, however, that the employee adheres to the requirements of the service or program and the employee's work performance and/or attendance satisfactorily improves.

SECTION 3:

The Employer may grant excused leave, in accordance with the DPM (i.e., annual leave, sick leave, advanced sick leave, or leave without pay), to an employee who accepts referral for the time he/she participates in a program. Such leave must be requested in advance.

SECTION 4:

To the extent available, the Employer will post a notice describing the D.C. Government Employee Counseling and Referral program.

SECTION 5:

With respect to any programs or counseling attended by employees pursuant to this Article, the employee shall sign a release of information form to provide the Employer or supervisor with information on the employee's attendance and completion of the program or service.

SECTION 6:

The Employer reserves its right to take disciplinary action against employees. Due consideration will be given to the recovery process. The Employer may also verify an employee's participation in a program or service when initiating disciplinary action.

#### SECTION 7:

The Employer and the Union recognize the benefit to both the Employee and Employer of offering the opportunity for an employee to obtain rehabilitation. However, the use of illegal drugs or the use of alcohol (in a manner that impairs his/her job performance) cannot be tolerated.

### ARTICLE 21—LEAVE ADMINISTRATION

#### SECTION 1—GENERAL:

A. Employees must request leave in advance and obtain written approval before taking leave. The request may either be written, or electronic, and shall state the type and length of the leave requested. Failure to obtain advanced approval for leave may result in having the absence charged as unauthorized.

B. Requests for annual leave of three (3) work days or less shall be submitted at least seven (7) work days in advance. Requests for annual leave of four (4) work days or more shall be submitted at least fourteen (14) work days in advance. Management shall respond to the employee's leave request within three (3) work days of receiving it.

C. Requests for annual leave will not be denied without sufficient cause and shall be based on upon factors which are reasonable, equitable and do not discriminate against any employee or group of employees.

#### SECTION 2—CALL IN TIME:

A. Employees who are unable to report for their assigned shift because of unforeseen reasons must call in at least two (2) hours before the start of their tour of duty. The Employer agrees that the request for leave shall not be unreasonably denied. However, the Union and employees recognize that workload and scheduling considerations will not always allow the granting of previously unscheduled leave requests. Employees are required to request leave for illness or emergencies

B. All requests shall be called into the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee should call the Shift Commander's Office. The supervisor receiving the call shall convey the request to the proper supervisor.

#### SECTION 3 - VACATION SCHEDULE:

The Employer reserves the right to determine the number of employees in each job category who may be on scheduled annual leave at any given time and to approve or disapprove requests for leave. Vacation schedules shall be based on employee requests and upon

supervisory approval and shall be posted as early in the leave year as possible. When the needs of the service are met, scheduling of leave will be resolved based on seniority on a first come, first served basis.

#### SECTION 4 - PAID LEAVE:

A. ANNUAL LEAVE: Employees shall earn annual leave in accordance with the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2.

1. Requests to use annual leave shall be submitted by the employee on Standard Form-71, "Application for Leave," normally in advance of the date such leave is to commence. Leave may be used for personal business in hourly amounts.

a. In accordance with D.C. Official Code Section 1-612.03(h) (2001 edition), annual leave which is not used by an employee accumulates for use in succeeding years until it totals not more than 30 days. Annual leave, which is lost, may be restored, in accordance with D.C. Official Code Section 1-612.03(h) (2001 edition):

(1) To correct an Administrative error;

(2) When annual leave was scheduled in advance but it was denied because of exigencies of the public business; or,

(3) When the annual leave was scheduled in advance but its use was precluded because of illness or injury.

b. Consistent with D.C. Official Code Section 1-612.03 (h) (2) (a) (2001 edition), restored annual leave which is in excess of the 30 days shall be credited to a separate leave account for all restored annual leave must be taken within two (2) years from the date of restoration. It is understood that all decisions relating to this matter are in the authority of the Office of Financial Management, D.C. Controller.

c. Employees shall receive a lump sum payment for all annual leave not used upon resignation, retirement or separation.

B. SICK LEAVE:

1. Call in and reporting time for request for emergency annual or sick leave shall be specified in the Section 2, Subparagraphs A and B entitled, "Call In Time," of this Article.

2. Advance sick leave may be granted to permanent or probationary employees up to thirty (30) days. Employees requesting such leave must submit a satisfactory medical certificate.

3. Sick leave shall be granted to employees incapacitated by illness, for appointments with physicians, dentists, diagnostic examinations, x-rays or for any

other purposes set forth in DPM Chapter 12 or as required by the District of Columbia Sick and Safe Leave Act, D.C. Official Code Sections 32-131.01 et seq. Employees shall request sick leave in advance when appointments have been previously scheduled for medical, dental or optical treatment.

4(a). In accordance with Chapter 12B of the DPM, an employee may be required to furnish a satisfactory medical certificate to the Employer for any absence of more than three (3) days. When a physician's services are not used, the employees signed statement and Form 11 may be accepted in lieu of the medical certificate if the Supervisor is assured sick leave privileges are not being abused.

(b) Such certificate for shorter periods can be required from employees who have been placed on leave restriction.

(c) An ongoing review shall be made of the employee's sick leave record. Once the employee has demonstrated an improvement in the use of sick leave, a notice rescinding the medical certification requirement shall be issued to the employee. Employees shall not be placed on leave restriction for longer than ninety (90) days.

5. Employee shall earn sick leave in accordance with the Compensation Agreement Between the District of Columbia Government and Compensation Units 1 and 2 (Compensation Agreement).

6. Employees shall be credited unused sick leave by having such leave counted as time in service for retirement purposes. Sick leave for employees who terminate employment other than by retirement shall remain to their credit for three (3) years.

C. MILITARY LEAVE:

Military leave shall be granted in accordance with the Compensation Agreement.

D. COURT LEAVE:

Employees shall be granted court leave in accordance with the Compensation Agreement.

If an employee testifies in a non-official capacity on behalf of a private party, thereby having to take annual leave, or leave without pay, he/she is entitled to the usual fees and expenses related to such witness services provided by Court.

E. FUNERAL LEAVE:

Employees shall be granted funeral leave in accordance with the Compensation Agreement.

F. OTHER (ADMINISTRATIVE LEAVE):

Duty time (administrative leave) may be granted for other purpose as provided by the DPM, or elsewhere in this Agreement.

SECTION 5 - UNPAID LEAVE:

A. Leave Without Pay (LWOP):

Leave of absence without pay for a limited period may be granted for a reasonable purpose. Such leave shall be requested on SF-71 for an absence of eighty (80) hours or less and on the appropriate Department Form for an absence of more than eighty (80) hours. Reasonable purposes in each case shall be agreed upon by the employee and the Employer.

B. TRAINING LEAVE:

After completing one (1) year of service, an employee, upon request may be granted a leave of absence for educational purposes. The period of the leave of absence may not exceed one (1) year but it may be extended at the Employer's discretion.

C. MATERNITY/PATERNITY LEAVE:

Maternity/paternity leave before childbirth and following childbirth shall be granted at the request of the employee, in accordance with the DPM and applicable law. Extensions of this period not to exceed a total of one (1) year shall be made for medical reasons upon proper certification. Extensions for non-medical reasons shall be at the option of the Employer. (NOTE: Maternity leave may be accumulated annual leave, sick leave, or leave without pay). Sick leave shall be requested and approved in accordance with this Article.

D. MILITARY FURLOUGH:

An employee who enlists or is ordered to active duty in the Armed Forces can claim restoration rights within ninety (90) days of release from active duty under honorable conditions.

The Employer shall restore eligible employee as soon as possible after he/she applies, but in any case it shall restore him/her within thirty (30) days after it receives his/her application.

ARTICLE 22—LIGHT DUTY

SECTION 1:

There are no permanent light duty assignment positions within the Agency. However, due to operational need, the Agency may intermittently identify a limited number of temporary light duty assignments for employees who are eligible under the District of Columbia Disability Compensation Program.

- A. To be eligible for light duty, the employee's limitations must be certified by the medical physician assigned under the District of Columbia Disability Compensation Program. The certification must identify the employee's impairment(s); the physical limitations associated with the impairment(s); the type of work he or she is capable of performing and; the duration of the impairment.
- B. When there are more requests for light duty than there are light duty assignments available, assignments shall be made in order of the dates the requests were made by employees determined by management to be equally qualified for the assignment.
- C. Light duty assignments shall not be considered to be detail assignments.
- D. Light duty assignments shall not be considered reassignments.
- E. Light duty assignments shall not provide an assurance to the employee that such an assignment will continue throughout the employee's tenure in the District of Columbia Disability Compensation Program.
- F. Time spent while in a light duty assignment shall not be considered in performance evaluation or promotional opportunities.
- G. While in a light duty assignment, an employee is still responsible for all regularly scheduled training requirements as administered by the Agency.
- H. The notice period as defined within Article 12 is not applicable to employees in a light duty assignment returning to their position of record upon release from the District of Columbia Disability Compensation Program.

## ARTICLE 23—SAFETY

### SECTION 1:

The Employer and the Employees shall work cooperatively provide and maintain safe and healthful working conditions.

### SECTION 2:

The Employer and the Employees will cooperate in keeping each other informed of unhealthy and unsafe conditions in the work place. Notwithstanding the foregoing, the Employer shall ensure that work areas are maintained at a level to ensure safe and healthy working conditions.

### SECTION 3:

An employee shall immediately report any dangerous or unsafe conditions to his/her immediate supervisor. Conditions determined by the supervisor to be dangerous or present a risk to employees or others shall be removed, remedied, rendered reasonably safe or employees provided adequate protection for the condition encountered. If there is a dispute

as to whether dangerous conditions exist, the supervisor shall contact the Agency Risk Manager. Employees shall not be required to work in conditions alleged to be dangerous until such conditions have been reviewed and determined to be safe by the supervisor or Agency Risk Manager.

SECTION 4:

A. The Employer agrees to furnish the appropriate protective equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective equipment modifications to existing equipment for consideration by the Employer.

B. Safety and protective equipment that is issued or made available by the Employer shall be worn or utilized, as the case may be, by the employees.

SECTION 5:

Management shall be responsible for replenishing first aid kits. While employees shall report to management that first aid kits need maintenance, nothing shall relieve management of the obligation to have fully usable first aid kits.

SECTION 6:

When it becomes known that an accident has resulted in a work injury, the Employer agrees to notify a Union representative promptly, and provide the injured employee with the proper Worker's Compensation forms/information as soon as possible.

SECTION 7:

If emergency medical treatment of an injury beyond immediate first aid is required, the Employer will contact 911 for assistance/transportation.

SECTION 8:

The Employer will, where practicable, provide appropriate safety training (such as CPR, Safe Crisis Management, Suicide Prevention, and other related courses regarding first aid techniques) to those employees who will benefit from the training in the performance of their jobs.

SECTION 9:

The Employer, upon written request, will provide to the Union, the manufacturer's material safety data sheet concerning chemicals used at the Employer's facilities. The employer, upon written request, will provide staff workplace illness and injury reports for the collective bargaining agreement members.

SECTION 10:

The Employer agrees to maintain clean and sanitary personal facilities. Employees are responsible for leaving such facilities in an orderly condition.

SECTION 11:

No employee will be required to perform duties involving hazards without first receiving sufficient training concerning the hazards, proper work methods, and the protective measures and equipment to be used.

SECTION 12:

A. In the event of excessive temperatures that cannot be immediately corrected or equipment failure, that precludes the performance of work or present unsafe/unhealthy working conditions, employees will, to the extent practical, be reassigned to an alternative work site or released from duty at the Employer's discretion. The Employer shall maintain an individual on site who has the ability to maintain temperatures in accordance with this agreement.

B. Excessive temperatures as outlined in the DPM are listed here for informational purposes:

95 degrees Fahrenheit – 55% humidity (minimum)  
96 degrees Fahrenheit – 52% humidity  
91 degrees Fahrenheit- 49% humidity  
98 degrees Fahrenheit – 45% humidity  
99 degrees Fahrenheit – 42% humidity  
100 degrees Fahrenheit – 38% humidity.

SECTION 13:

A safety committee of three (3) representatives from the Union and three (3) representatives from Management, one (1) of whom shall be the Risk Management Officer will be established in the Agency. One (1) Management and one (1) Union representative shall serve as co-chairpersons. The Committee will:

A. Meet up to four times per fiscal year, or at the call of either co-chairperson to review special conditions which may develop.

B. Up to four times per fiscal year, conduct a safety analysis to identify risk factors in each facility. This safety analysis will include a review of all job safety-related Class One incident reports, written complaints pertaining to job safety or hazards, new claims for workers' compensation, Union recommendations, and other safety-related records created since the last safety analysis was conducted.

C. Make Joint proposals and recommendations to the appropriate administrator, through the Risk Manager, to address and remedy risk factors identified in the Committee's

quarterly safety analysis. Final reports from the appropriate administrator shall be provided to the Safety Committee within a reasonable period on all matters initiated by the Committee. If a safety concern persists after the Committee makes its recommendations, the Committee will revisit the issue at its next meeting.

D. Coordinate the development and conduct of appropriate health and safety training programs. All training must be coordinated with and approved by the Employer.

E. Render assistance to the Agency safety officer upon request.

F. Unless the Safety Committee jointly agrees to an alternative approach, the Agency agrees to provide the following safety measures:

1. All bargaining unit employees with direct access to youth shall be provided annual SCM training and quarterly SCM training refreshers;

2. All monitors, radios, or similar safety equipment will be inspected quarterly and repaired or maintained as necessary.

3. For all indoor work areas, the Agency shall maintain control of room temperature in the range of 68-76° F and humidity control in the range of 20%-60%.

4. The Agency shall make available to all employees such bio-hazard protective gear as may be necessary to safely perform all duties assigned, including but not limited to rubber gloves, protective clothing, or other such safety equipment or coverings as are necessary to prevent the spread of disease or the contamination by biohazards.

#### SECTION 14:

The Employer and the employees mutually recognize the need for protection of employees from assault and intimidation and will work cooperatively to obtain appropriate protective measures in this regard. The Union agrees to bring to the attention of the Employer any concerns and recommendations supporting the protection and well-being of bargaining unit members through the Safety Committee. The Employer agrees to consider the Union's recommendations with regard to health and safety.

#### SECTION 15:

The Employer agrees to provide to potentially exposed employees and the Union, all information available to the Employer concerning hazardous substances. A listing of all chemicals used by the Department along with their generic names shall be provided upon written request from the Union. Such listing shall indicate chemical use by work area. Emergency shower/wash facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

SECTION 16:

The Employer agrees to immediately and periodically review all present security/safety measures affecting the employees and to ensure that these procedures are known and carried out by all employees. Where necessary, the Employer agrees to revise and/or implement security measures for the protection of the employees. A continuous review of security safety measures shall be the responsibility of the Employer, however, the Employer will give consideration to the Union's recommendations.

SECTION 17:

- A. The Employer shall provide full yearly physical examinations to all employees upon request of the employee, who because of the nature of their work may be exposed to biological or man-made health risks.
- B. The Employer shall provide full yearly physical, hearing and optical examinations to all employees, who because of the nature of their work may suffer physical or optical damage.
- C. The examinations in A and B above shall be on official time and at no cost to the employee.

SECTION 18:

The Employer will institute measures to control the spread of occupationally acquired infectious diseases and make copies of appropriate reports available to the bargaining unit members. Universal precautions shall be implemented and all employees will comply with those standards. The employer shall rigorously apply infection control precautions to minimize the risk of exposure to blood and body fluids. Rubber gloves and other appropriate equipment will be provided to all employees who may be subject to exposure.

ARTICLE 24--CORRECTIVE AND ADVERSE ACTION

SECTION 1:

- A. Corrective and Adverse Actions as defined in Personnel regulations, may be imposed on employees only for cause, in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA), D.C. Official Code §§ 1-601.01 et seq., as amended and the DPM.
- B. Corrective and Adverse Actions will be taken in accordance with Chapter 16 of the DPM.
- C. Employees may either grieve adverse actions ranging from suspension to termination without pay of ten days or more through the negotiated grievance procedure or appeal them to the Office of Employee Appeals (OEA), but not both. Employees shall select either of these procedures in writing and once the selection is made, it cannot be changed.

Grievances from corrective actions of less than ten (10) days may only be filed under Article 30, Section 5, of this Agreement.

SECTION 2:

- A. It is understood that correction and discipline by supervisors will be done in accordance with the circumstances so as not to subject the employee to unnecessary embarrassment, i.e., privacy.
  
- B. The Employer will inform an employee who is being investigated for conduct that may lead to that employee's discipline that he or she has a right to have a union representative present during any investigative interview.
  
- C. Upon the request of an employee, management will explain the nature of an investigatory interview. If an employee requests a union representative for an investigatory interview, a union representative on duty shall be contacted and will be given an opportunity to be present for the interview. However, if a union representative is not available, reasonable amount of time not to exceed 24 hours will be afforded to the employee to obtain union representation.

SECTION 3:

The removal of an employee during his/her probationary period is not grievable and shall be done in accordance with the DPM. Any lesser discipline of a probationary employee shall be in accordance with the DPM's procedures applicable to non-probationary employees.

SECTION 4:

- A. Discipline shall be imposed in a timely manner. An employee shall receive notice of any proposed discipline no later than 60 business days from the date the Agency knew or should have known of the misconduct giving rise to the discipline. The employee shall receive final notice of any disciplinary action no later than 60 business days from receipt of the notice of proposed discipline. The deadlines set forth in this section may be extended by mutual written agreement. If the parties agree to an extension with the Union's consent, the discipline shall issue no later than 90 business days.
  
- B. Notwithstanding the foregoing timelines, the deadline for issuing proposed discipline may be suspended by the Employer in the event an entity entirely external to the Agency is conducting an investigation of the facts underlying the conduct that may lead to discipline. Once such outside investigation is completed, the Employer must issue any related proposed discipline within ten (10) calendar days of receiving notice of the completion of such outside investigation. The remaining timelines established by this Article shall thereafter apply.

## SECTION 5:

Employees may be placed on non-contact status pending investigation of alleged misconduct or for other reasons deemed appropriate by management. Except in instances where an entity external to the Agency is conducting an investigation of the facts underlying the conduct that may lead to discipline, such non-contact status may not exceed 60 calendar days and the employee shall be returned to work unless the Employer has initiated disciplinary action against the employee.

## ARTICLE 25—WORK ON HOLIDAYS

### SECTION 1:

In accordance with the D.C. Official Code Section 1-612.02, for full-time employees whose basic workweek is Monday through Friday, if a legal holiday occurs on Saturday, the Friday immediately before is a legal public holiday and if a legal holiday occurs on Sunday, the Monday immediately following is a legal public holiday.

### SECTION 2:

A. In accordance with the DPM Chapter 12, when a holiday falls on a regular weekly non-workday of an employee whose basic workweek is other than Monday through Friday, the workday immediately before that regular weekly non-workday is a legal public holiday for the employee.

B. The DPM issuance regarding the holiday schedule for the calendar year will be posted on the employee bulletin boards.

### SECTION 3:

Except for emergency operations, work related considerations, or continuous or shift operations, any necessary work performed on a holiday may be performed by qualified volunteers. If there are insufficient qualified volunteers to perform the work, the Department reserves the right to require employees to work on holidays.

## ARTICLE 26—GRIEVANCE PROCEDURE

### SECTION 1—PURPOSE:

A. The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious, and orderly adjustment of grievances. Grievances may be settled informally at any step of the process. Therefore, the parties or their authorized representatives have the authority to settle a grievance at any stage of the grievance procedure.

B. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The

Employer and the Union agree that every effort will be made by the Employer and the aggrieved party(ies) to settle grievances at the lowest possible level. When dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty, or desirability to the organization. Reasonable time during working hours will be allowed for employees and the Union representative to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

C. All time limits may be extended by mutual consent.

#### SECTION 2--SCOPE:

A grievance is any alleged violation of this Agreement or applicable provision of the Compensation Agreement, or any misapplication or misinterpretation of Personnel rules, regulations or statutes that affect terms and conditions of employment. It is agreed that EEO complaints shall not be grievable.

#### SECTION 3--PRESENTATION OF GRIEVANCES:

A. This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.

B. Grievances not responded to by the Employer in a timely manner may be advanced to the next level by the Union.

C. Grievances not pursued by the employee/Union to the next step are null and void.

D. Categories of Grievances:

1. **PERSONAL** - A grievance of a personal nature requires the consent of the aggrieved employee at Step 2 of this procedure even if the Grievant is represented by his/her Union. In the case of an individual Grievant proceeding without Union representation, the Union must be given an opportunity to be present and offer its views at any meeting held to adjust the grievance.

2. **GROUP** - A grievance involving a number of employees in the unit may be filed at whatever step resolution is possible. A group grievance that is brought by an individual employee or a group of employees independent of the Union must be signed by all members of the group. If the Union is filing the group grievance on behalf of a group of bargaining unit members, employee signatures shall not be required; however, the Union is required to unambiguously define the boundaries of who or which positions are included in the group.

3. **UNION/CLASS** - A grievance involving all employees in the bargaining unit may be filed and signed by the Union Chairperson or designee directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all bargaining unit employees. A class grievance must contain all

information specified in Section 4 of the grievance procedure and the Administrator or his/her designee shall respond in writing within twenty-one (21) working days of receipt.

#### SECTION 4 --PROCEDURAL STEPS

##### A. STEP 1:

The aggrieved employee and, should the employee so elect, a Union representative, shall orally or in writing, present and discuss the grievance with the appropriate Employer Representative, the Union also to initiate the grievance within twenty (20) business days of the occurrence of the event giving rise to the grievance, or within twenty (20) business days of the employee's knowledge of such event. The Employer Representative shall make a decision on the grievance and reply to the employee and his/her representative within ten (10) business days after presentation of the grievance.

##### B. STEP 2:

If the grievance is not settled at Step 1, the employee with or without his/her Union representative, shall submit a signed, written grievance to the Agency Labor Liaison within fifteen (15) business days following the Step 1 response or the date said response was due. The grievance at this and subsequent steps shall contain:

- a. Description of the nature of the grievance;
- b. The date(s) on which the alleged violation occurred;
- c. A complete citation to the contract provisions allegedly at issue;
- d. A statement of the remedy or adjustment sought;
- e. The signature of the aggrieved employee(s) and the Union representative, if applicable, according to the category of the grievance.

The Agency Labor Liaison shall submit a signed, written response to the grievance to the employee or his/her Union representative within fifteen (15) business days of its receipt. If the aggrieved employee is not being represented by the Union, the management official must send a copy of the Step 2 response to the Union within fifteen (15) business days.

##### C. STEP 3:

If the grievance remains unsettled after Step 2, the grievance shall be submitted to the Agency Director or his/her designee ten (10) business days following receipt of the Step 2 response. Within ten (10) business days, the Agency Director or his/her designee:

- a. May meet with the aggrieved employee and his/her representative to attempt to resolve the grievance, and;

- b. Shall respond in writing within ten (10) business days of the submission of the Step 3 grievance or the Step 3 meeting, if one occurred.

D. STEP 4:

If the grievance remains unsettled, the Union within 15 business days from receipt of the Director's response, shall advise the Director, Office of Labor Relations and Collective Bargaining (OLRCB) in a signed statement should the Union intend to request arbitration of the matter on behalf of the employee(s). Only OLRCB or the Union can refer a grievance to arbitration. If the Union does not demand arbitration within 15 business days of the receipt of the Director's decision, then the Director's decision is final and binding.

SECTION 5 - MEDIATION:

A. Should the parties fail to resolve the grievance utilizing the grievance procedure set forth above (sections 4-6), by mutual agreement, the parties may, within ten (10) business days after receipt of the Agency's final response, submit the matter to grievance mediation utilizing the services of the Federal Mediation and Conciliation Services (FMCS). If the parties mutually agree to mediate the matter, a joint request shall be submitted to FMCS.

B. Mediating a grievance shall not preclude the Union from invoking arbitration should the mediation fail to resolve the grievance. However, the Union must invoke arbitration within twenty (20) business days of the mediation; or the grievance will be void.

SECTION 6 - ARBITRATION:

A. ARBITRATOR: An arbitrator will be selected from a FMCS panel, jointly requested by the parties to hear cases, using the alternate strike method.

B. On no more than four (4) occurrences per calendar year, and at the request of either the Union representatives or Management officials that are party to this agreement, a meeting can be called to review the status of grievances, the selection of arbitrators and other issues related to this grievance procedure.

C. When mutually agreed by both parties, the following expedited arbitration procedures shall be used:

1. The arbitration will be held within thirty (30) calendar days of the request to arbitrate.

2. A stenographic recording of the proceedings is not required.

3. The hearing shall be conducted by the Arbitrator in whatever manner that will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make appropriate minutes of the proceedings. Normally; the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing to be held within seven (7) calendar days.

4. There shall be no post hearing briefs.
  5. Time of Award - The award shall be rendered promptly by the Arbitrator and unless otherwise agreed by the parties, no later than seven (7) calendar days from the date of the closing of the hearing.
  6. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.
- D. The parties agree that arbitrations not heard under the expedited arbitration procedure will be scheduled and heard within a reasonable period of time unless the parties mutually agree to extend the time limits.

#### SECTION 7- GENERAL:

- A. Witnesses shall be sequestered upon request of either party.
- B. If either party desires a verbatim record of the proceedings, it may order such record. If the other party desires a copy of the record, the full costs of the transcript shall be shared.
- C. The parties shall request that the arbitration award be in writing and set forth the Arbitrator's findings, reasoning and conclusions, within thirty (30) calendar days after the conclusion of the hearing. Time limits may be extended by mutual agreement except in the case of expedited arbitrations.
- D. The Arbitrator shall not have the power to add to, subtract from, or modify, the provisions of this Agreement through the award.
- E. The Arbitrator's award shall be binding upon both parties. Nothing in this Section prevents either party from appealing an award pursuant to the negotiated grievance procedure, in accordance with D.C. Official Code Section 1-605.02. Either party may submit the award for reconsideration by filing an Arbitration Review Request with the Public Employee Relations Board (PERB) within the time prescribed by law and regulation.
- F. A statement of the Arbitrator's fee and expenses shall accompany the award. The fee and expense of the Arbitrator shall be borne equally by the both parties.

#### SECTION 8 – APPEAL AND GRIEVANCE OPTIONS:

- A. An aggrieved employee affected by an adverse action consisting of a suspension of ten (10) days or more, a removal or reduction in grade may at his/her option raise the matter under the negotiated grievance procedure or to the Office of Employee Appeals (OEA), but not both.
- B. For the purpose of this Section, an employee shall be deemed to have exercised his/her option under this Section when the employee files a notice of appeal under the OEA appellant procedure or files a grievance in writing under the negotiated grievance procedure.

## ARTICLE 27—SENIORITY

### SECTION 1:

Seniority is defined as the employee's service computation date. Seniority shall only be interrupted by a break in continuous service as listed below:

- A. Voluntary resignation;
- B. Retirement or disciplinary termination;
- C. Discharge for just cause; or
- D. Any other lawful termination of service.

### SECTION 2:

Seniority will be used when bidding for midnight shift post assignments and for leave approval. Seniority will only play a factor in the advanced request for the application of annual leave when two members submit the leave simultaneously; otherwise advanced annual leave is understood as being granted first come first served when available.

### SECTION 3:

New employees within the Union's bargaining unit shall serve an initial probationary period not to exceed eighteen (18) months.

## ARTICLE 28—OVERTIME

### SECTION 1 - GENERAL:

- A. Management retains the right to determine necessary job requirements and employee eligibility for overtime assignments.
- B. In anticipation of overtime work, Management at each facility shall create and post in a visible area a draft list that includes all employees who work during each shift.

### SECTION 2 - VOLUNTARY OVERTIME:

Where Management determines that employees are equally able to perform overtime assignments according to the specific requirements of the post overtime will first be offered to employees in accordance with the Agency's Overtime Draft Policy.

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### SECTION 3 – MANDATORY OVERTIME:

- A. In the event that an insufficient number of qualified employees volunteer for overtime work, Management will then select employees from the draft list to meet operational and/or emergency needs.
- B. Except in an emergency, employees shall not be drafted to work overtime on his or her days off.
- C. Emergencies shall be either declared by the Mayor, or otherwise authorized in accordance with Chapter 12 of the District Personnel Manual.

### SECTION 4 - EXEMPTIONS:

- A. Any employee request for an exemption from mandatory overtime must be in writing and submitted to the Superintendent, or designee, at his or her respective facility.
- B. Only the Superintendent, or his or her designee, may approve temporary exemptions from mandatory overtime.
- C. Employees in a non-pay status shall be exempt from working overtime, voluntary or mandatory, unless authorized in writing by the Superintendent, or his or her designee.

## ARTICLE 29—UNIFORMS

### SECTION 1:

The Employer shall provide all bargaining unit employees, at no cost, with the employee's chosen combination of a number of uniform shirts, pants, and jackets adding up to a total of ten (10) uniform items annually.

### SECTION 2:

The Employer agrees to repair/replace, in a timely manner, unserviceable or worn out uniforms at no cost to the employee. Unserviceable or worn out items must be turned in for repair or replacement and shall be logged in by the Employer. The date and time at which the items are turned in shall be recorded and a receipt shall be provided to the employee.

## ARTICLE 30—TIME AND ATTENDANCE INCENTIVES

### SECTION 1:

To promote Employee timelines and attendance, the Employer will recognize and reward Employees with exceptional attendance records.

SECTION 2:

Exceptional attendance will be defined as having no more than two (2) unscheduled absences and two (2) incidents of tardiness over a six (6) month period. The Employer will conduct periodic reviews of attendance and timeliness records to determine which employees have demonstrated exceptional attendance over a six (6) month period.

SECTION 3:

Any Employee with an exceptional attendance record at the time of the Employer's periodic review shall be entitled to:

- A. A commendation recognizing the Employee's exceptional attendance record; and
- B. Two (2) exemptions from the mandatory overtime draft list.

ARTICLE 31—NO STRIKE OR LOCKOUT

SECTION 1:

Under the provisions of D.C. Official Code Section 1-617.05, it is unlawful to participate in, authorize or ratify a strike.

SECTION 2:

The term "strike" as used herein, means a concerted refusal to perform duties/attend work or any unauthorized concerted work stoppage or slowdown.

SECTION 3:

The Union agrees to disown any strikes or any unauthorized concerted work stoppage or slowdown.

SECTION 4:

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

ARTICLE 32--SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to negotiate a substitute Article, Section or portion thereof.

## ARTICLE 33—DURATION

### SECTION 1:

This agreement shall remain in full force and effect until 30 September 2021. This Agreement shall become effective upon the Mayor's approval in accordance with provisions of D.C. Official Code § 1-617.15 (2001 edition). If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision, or the offensive provision shall be deleted.

### SECTION 2:

This Agreement shall automatically be renewed for a one (1) year period thereafter, unless either party gives to the other party written notice of intention to terminate or modify the Agreement one-hundred fifty (150) days and no later than ninety (90) days prior to its anniversary date. In the event that either party requests modification of any Article or parts of any Article, or the inclusion of additional provisions, only the related Articles and/or parts of the Articles shall be affected and unrelated Articles or parts of Article shall continue in full force and effect.

### SECTION 3:

The parties acknowledge that this Agreement represents the results of negotiations during which both parties had unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

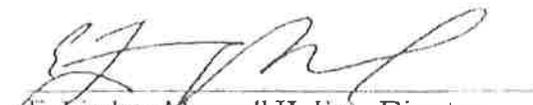
### SECTION 4:

It is agreed that any requests by either party for further negotiations due to change in legislation, rules or regulations affecting any article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If the parties mutually agree in writing during the term of this Agreement that modifications to the Agreement are necessary, it may be modified.

Signed this 25<sup>th</sup> day of February, 2019

FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT  
DEPARTMENT OF YOUTH  
REHABILITATION SERVICES

  
Clinton Lacey, Director  
Department of Youth Rehabilitation  
Services

  
E. Lindsey Maxwell II, Esq., Director  
Office of Labor Relations and Collective  
Bargaining

  
Linda Harlee Harper, Senior Dep. Dir.  
Department of Youth Rehabilitation  
Services

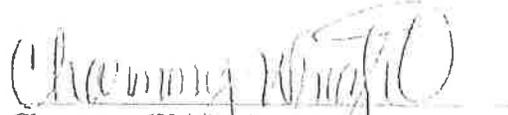
  
Adam Aljoburi, Chief of Staff  
Department of Youth Rehabilitation  
Services

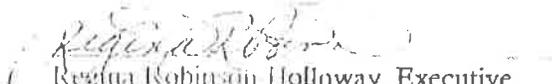
  
Trey Stanback, Deputy Chief of Staff  
Department of Youth Rehabilitation  
Services

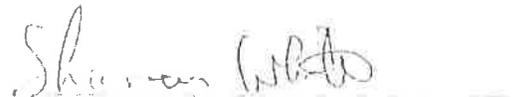
FOR THE FRATERNAL ORDER OF  
POLICE/DEPARTMENT OF YOUTH  
REHABILITATION SERVICES  
LABOR COMMITTEE

  
Andre Phillips, Chairperson  
FOP/DYRSLC

  
Monica Hill, Vice Chairperson  
FOP/DYRSLC

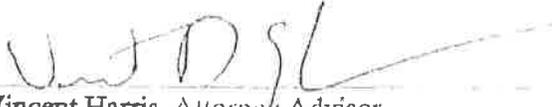
  
Charmony Wright, Secretary  
FOP/DYRSLC

  
Regina Robinson Holloway, Executive  
Chief Shop Steward  
FOP/DYRSLC

  
Sherman White, Treasurer  
FOP/DYRSLC



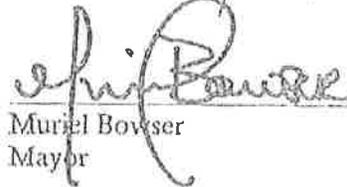
Kathryn Taylor, Supervisory Atty. Advisor  
Office of Labor Relations and Collective  
Bargaining



Vincent Harris, Attorney Advisor  
Office of Labor Relations and Collective  
Bargaining

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the Fraternal Order of Police/Department of Youth Rehabilitation Services Labor Committee dated February 25, 2019 has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (1-617.15(a)), D.C. Official Code), and is hereby approved this 2nd day of April, 2019

  
\_\_\_\_\_  
Muriel Bowser  
Mayor