

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF HUMAN SERVICES

AND

THE FRATERNAL ORDER OF POLICE/

DEPARTMENT OF HUMAN SERVICES
LABOR COMMITTEE

Effective to
30 September 2007

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PREAMBLE

This Agreement is entered into between the District of Columbia Department of Human Services (hereinafter referred to as the Employer) and 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. The Unit is described as:

All District Schedule employees of the Department of Human Services at Laurel, Maryland in the Institutional Care Services Division and Forest Haven; excluding guards, teachers and instructors, nurses, management executives, confidential employees, supervisors, employees engaged in personnel work in other than a purely clerical capacity and employees in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.

The Union and Employer shall file a Joint Petition with the Public Employee Relations Board ("PERB") to clarify and correct inaccuracies contained on the above current unit certification. Prior to filing of the joint petition, the Union and Employer shall confer on the revised unit description.

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

The Employer and Union agree that all existing 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 MANAGEMENT RIGHTS

Management Rights in Accordance with the Comprehensive Merit Personnel Act (CMPA):

D.C. Official Code, Section 1-617.08 of the CMPA establishes management rights as follows:

A. The respective personnel authorities (management) shall retain the sole right, in accordance with applicable laws and rules and regulations:

1. To direct employees of the Department;
2. To hire, promote, transfer, assign and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the District government operations entrusted to them;
5. To determine the mission of the agency, its budget, its organization, the number of employees, and the number, types and grades of positions or employees assigned to an organizational unit, work project, or tour of duty, and the technology of performing its work; or its internal security practices; and
6. To take whatever actions may be necessary to carry out the mission of the District government in emergency situations.

ARTICLE 4 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 § 1-617.07 (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 by the employee at any time upon written notification to the Union and the Employer. When Union dues are cancelled, the Employer shall withhold a service fee without written authorization.

The employee's authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLECB), along with D.C. Form 277.

SECTION 3:

The service fees for bargaining unit employees who are not members of the union shall be equal to the proportionate share of the union's costs of negotiating and administering the collective bargaining agreement and adjusting the grievances and disputes of bargaining unit employees. The Union shall be solely responsible for providing notice to bargaining unit employees who are not members and for maintaining procedures consistent with the constitutional right under Hudson v. Chicago Teachers Union and related cases.

The Union shall annually notify the Employer of the pro-rata amount to be paid for service fees and the results of any arbitration award under Hudson should it result in a change in services fees payable by any unit member.

The Employer shall deduct service fees from non-union members who submit a voluntary service fee check off authorization. Non-union members shall indicate their payment of a fee equivalent to full union dues or the reduced Hudson fee, which will be equivalent to those chargeable fees determined through the appropriate procedure.

SECTION 4:

Each employee's Union dues and service fees shall be transmitted to the union, minus 30 cents to the Office of Labor Relations and Collective Bargaining for the administrative cost associated with the collection of said dues and service fees.

SECTION 5:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievance, adverse

actions or appeal proceedings in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA).

SECTION 6:

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 7:

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

SECTION 8:

Payment of dues or service fees shall not be a condition of employment.

ARTICLE 5
UNION RIGHTS

SECTION 1:

- A. Officers, and stewards, and duly designated representatives, will be granted a reasonable amount of official time to perform representational functions during duty hours and will not suffer 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 the Employer 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, including, but not limited to:
1. Attending Union meetings regarding internal Union business;
 2. Soliciting members;
 3. Collecting dues;
 4. Posting notices of union meetings;
 5. Carrying out elections;
 6. Attending Union-sponsored training in excess of hours provided for by Section 11 below;
 7. Preparing and distributing internal Union newsletters or other such internal documents; and
 8. Preparing for appeals, administrative hearings or arbitration proceedings.

SECTION 2:

A. Officers, stewards and duly designated representatives, shall be granted a reasonable amount of official time to carry out Union representational functions as authorized representatives of the Local. They shall not be denied official time except under conditions of work necessity.

- B. A reasonable amount of official time shall also be granted to other Local Union Officers and stewards to carry out representational functions as exemplified in Section 1, Subparagraph B of this Article as authorized representatives of the Local.

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

- C. Official time for all Union representatives must be requested and approved 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).
- D. The Union representative shall request authorization from his/her supervisor. 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.

- E. Advance requests for official time are understood to be estimates.
- F. The Union representative will complete the form to accurately depict the actual official time used during the pay period in which it was used.
- G. 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.
- H. 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 Local President 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:

The Union shall supply in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, which shall be posted on appropriate bulletin boards.

SECTION 4:

Union representatives, as designated in Section 2, Subparagraph A of this Article are authorized to perform and discharge representational functions related to representing employees in the unit.

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 his/her immediate supervisor, utilizing the "Official Time Report" form. If the immediate supervisor is unavailable, permission shall be requested from the next level Management official.

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.

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 administrative leave to participate in labor/management activities including, attending scheduled meetings with

Management officials outside the Department, officials of the Executive Branch, and the Council of the District of Columbia.

The Union officer receiving such a request is responsible for immediately informing the appropriate Management official upon receipt of the request. He/she is also responsible for informing the official of its source, as well as submitting a written request for administrative leave.

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, up to forty (40) hours, for stewards and officers and up to eighty (80) hour each for the local president and one (1) designee from January 1 through December 31 of each year. It is understood that these hours pertain to the positions and not individuals.

ARTICLE 6
LABOR-MANAGEMENT RELATIONS

SECTION 1 - LABOR-MANAGEMENT RELATIONS COMMITTEE

A. The parties agree to establish a Labor-Management Relations Committee. Unless agreed to otherwise on a Departmental Basis, 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 President 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 President 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 7
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, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment.

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. A written request shall be submitted by the employee and the Union at least thirty (30) working days in advance of the first day of the requested leave of absence. The leave of absence shall not exceed one (1) year. The Union shall pay contributions for continued benefits for Union officers who are granted a leave of absence to perform union-related duties.

SECTION 4:

Employees will be advised if the purpose of the interview is to obtain information for possible disciplinary action. 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.

ARTICLE 8
CLASSIFICATION AND POSITION DESCRIPTION

SECTION 1 - CLASSIFICATION:

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.

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 shall be furnished a copy of the description of the position to which assigned as soon as possible after the time of the assignment or upon request. An employee detailed or reassigned to an established position shall be given a position description as soon as possible after the time of assignment. An employee detailed to an unestablished position shall be furnished with a statement of duties as soon as possible 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.

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 as soon as possible. When the phrase "other duties as assigned" is used in a position description, the phrase shall mean the employee(s) may be assigned to duties other than those specifically enumerated in a position description, provided those other duties are primarily of the same general nature or related to those described in a position description; "other duties as assigned" may not consist primarily of duties unrelated to those described in a position description.

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 9
MERIT STAFFING

SECTION 1:

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.

SECTION 2:

All vacancies in the bargaining unit shall be filled in accordance with the D.C. Office of Personnel Merit Staffing and Employment Plan.

SECTION 3:

The Employer agrees that vacancy announcements shall be posted in accordance with Personnel regulations for a period of at least ten (10) workdays prior to the expiration date throughout the Department. If such announcements are limited to Department only, they may be posted five (5) working days, consistent with District Personnel regulations.

SECTION 4:

All vacancy announcements will contain appropriate information specific to the position advertised, including a synopsis of duties to be performed, qualifications required, and any special knowledge, skills or ability that will be given consideration. The Union President or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections or amendments, when issued.

SECTION 5:

When there are more than ten (10) qualified applicants for a position, and qualified applicants are excluded from the certificate, the Union shall be notified, and if requested, a panel shall be convened.

SECTION 6:

When a rating panel is convened for positions in the bargaining unit, the Union may send one (1) representative. The panel shall meet to review the candidates' applications and rank the candidates in accordance with the District's Merit Staffing Plan. Such Union representative must meet the qualifications for panel membership as required by the District's Merit Staffing Plan.

SECTION 7:

The Employer agrees to notify the Union at least five (5) working days prior to the convening of the rating panel. The Union agrees to furnish the name of the Union representative appointed to the panel. Such Union representative must meet all conditional qualifications for panel membership as required by the D.C. Office of Personnel's Merit Staffing Plan.

SECTION 8:

An Employee wishing to be considered for a vacancy will apply in writing to the appropriate Personnel Office.

SECTION 9:

Applicants will be evaluated on established guidelines, and a list of best-qualified candidates will be referred to the selecting official. If one candidate on the best-qualified list is interviewed for the position, all candidates on the list shall be interviewed.

SECTION 10:

All applicants will be notified by the D.C. Office of Personnel of the action taken on their applications.

SECTION 11:

No employees may grieve non-selection unless there has been a procedural violation of the Merit Staffing and Employment Plan, as cited in this Article. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

SECTION 12:

In accordance with the Merit Staffing Plan, an employee is entitled to request the following information from the Personnel Office concerning any position for which he/she has applied pursuant to specific Merit Staffing announcement:

- a. Any record of performance or supervisory evaluation not submitted by the candidate, which was used in considering him or her for selection;
- b. Whether he or she was found eligible on the basis of minimum qualifications;
- c. His or her categorical ranking; and
- d. The name of the individual selected.

Such requests must meet the criteria set forth in the Merit Staffing Plan.

ARTICLE 10
CAREER LADDER

SECTION 1:

Within the context of this Agreement, a career ladder is a series of positions in the same line of work that increases in difficulty from the entrance level to the level established as full performance. Employees may be promoted without further competition until reaching the full performance level when competition was held at an earlier stage. The Employer and the Union agree that career ladder promotion will be made only when:

1. The employee is hired into a position with career ladder promotional potential which is noted on the Form 1;
2. Recommended by the appropriate supervisor;
3. The Employee meets the appropriate minimum qualifications, including selective factors. For example:
 - a. Time in grade requirement,
 - b. Demonstrated potential for the skill involved,
 - c. Demonstrated to the satisfaction of the supervisor, the ability to perform at the next higher level.

SECTION 2:

An employee may receive successive career promotions until he/she reaches the full performance level in a career ladder after meeting the qualifications requirements for each level. At grades above the journeyman level, positions are filled under competitive promotion procedures.

SECTION 3:

An employee in a trainee position may receive a career promotion upon satisfactory completion of the training period.

SECTION 4:

An employee who is an apprentice in a recognized trade or craft may receive career promotions through the various phases of his/her apprentice program, up to and including assignment to a journeyman position.

ARTICLE 11
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. A detail is the temporary official assignment of an employee to a different position for a specified time period with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall at all times be considered the incumbent of his/her regular position.
- B. Details shall not be made as a means of retaliation or discipline. 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.
- C. Details may be rotated among qualified employees.
- D. Details may be used for meeting temporary needs of the Employer's work program and for on-the-job training. Details may be appropriately used to meet emergencies occasioned by, among other things, abnormal workloads, changes in mission or organization, unanticipated absence, or to complete special projects.
- E. Employees will be detailed to lateral positions in accordance with the time limits provided in the DPM.
- F. Employees detailed to work in a higher graded position shall be entitled to the pay associated with that position after undertaking the duties of the higher grade for a period of ninety (90) consecutive days. Therefore, beginning on the ninety-first (91st) day, the employee is entitled to acting pay as long as he/she remains in the detail.
- G. 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.
- H. The employer will generate the appropriate paper work (i.e., Form 52) for employees detailed/assigned to another position extending beyond 90 days. The employer will notify the Union of all bargaining unit employees detailed or assigned to positions excluded from the bargaining unit so that the Union can remove the employees from its roles during the period he/she is detailed or assigned to those positions. Such employee will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

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

SECTION 2 - TEMPORARY PROMOTION:

- A. A career employee may be given a temporary promotion to meet a temporary need.
- B. At the end of the specified period of time, the employee shall be returned to the same or comparable position from which the employee was temporarily promoted.
- C. 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.
- D. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.
- E. A temporary promotion of more than 120 days shall be made in accordance with merit promotion procedures.

ARTICLE 12
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 13
TEMPORARY AND TERM EMPLOYEES

SECTION 1:

Employees appointed non-competitively to term or temporary positions that have performed at a satisfactory level shall be given the opportunity to apply for permanent status under the provisions of the CMPA and governing regulations should such positions be converted to permanent.

SECTION 2:

Employees appointed competitively to term or temporary positions who have performed at a satisfactory level may be converted to permanent status without further competition, provided that the position vacancy announcement from which the employee was selected so stated.

ARTICLE 14
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 advance notice of the reassignment except in cases of shortage or emergencies. If a reassignment involves relocation to a different facility or building, seven (7) working days advance 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 President will be given a ten (10) day advance written notice provided that the Employer has been notified that the employee listed is an authorized Union representative prior to reassignment.

ARTICLE 15
PERFORMANCE EVALUATION

Each employee shall be evaluated in accordance with Section 1-613 of the D. C. Official Code.

ARTICLE 16
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 Official 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. Nothing in this Article prevents an employee from choosing to participate in a training program on his/her own time. Shift employees shall not lose any monies because of training in accordance with the District Personnel Manual, Chapters 12 and 13.

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 17
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 proposal 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 Displace 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 18
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 19 REDUCTION-IN-FORCE (RIF)

SECTION 1:

The Employer shall implement a reduction-in-force in accordance with applicable law, rules and regulations.

SECTION 2:

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 reduction-in-force that may adversely affect bargaining unit employees. Upon receipt of such notice, the Union has ten (10) days to request impact and affects 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 affected initially;
- c. The types of positions anticipated to be affected initially; and
- d. The anticipated effective date.

SECTION 3:

In the event of a reduction-in-force, upon request, the Employer shall provide the Union with relevant information to insure that the Union can appropriately represent bargaining unit members during impact and effects bargaining.

SECTION 4:

Any alleged violation(s) of this Article and/or reduction-in-force procedures may be grieved in accordance with the negotiated Grievance Procedure or may be appealed to the Office of Employee Appeals (OEA).

SECTION 5:

The Employer shall implement the provisions of Article 12 of the FY 2001 - FY 2003 Compensation Agreement for Compensation Units 1 and 2 concerning reduction-in-force training.

ARTICLE 20
FURLOUGH

SECTION 1:

The Employer shall implement a furlough in accordance with the provisions set forth in Chapter 24 of the D.C. Personnel regulations.

SECTION 2:

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 affects 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 3:

Upon written request, the Union shall be provided information regarding the furlough action.

SECTION 4:

Any alleged violation(s) of this Article and/or the furlough procedures may be grieved in accordance with the negotiated Grievance Procedure or may be appealed to the Office of Employee Appeals (OEA).

ARTICLE 21 **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.

Upon request, the Employee shall provide the Chairman with a copy of the Affirmative Action Plan once published.

SECTION 4:

The Employer agrees that the Union may submit names of employees for consideration for appointment as an EEO Counselor. 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 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 for assistance in processing such complaints. EEO complaints are not grievable under the collective bargaining agreement.

ARTICLE 22
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:

Prior to initiation of discipline, 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:

An employee who refuses to seek counseling, does not adequately improve work performance and/or attendance, as determined by the supervisor, fails to satisfy the conditions for continued employment as set forth by management, refuses to refrain from the use of alcohol or drugs after an opportunity for rehabilitation, or engages in conduct warranting summary discipline, may be subject to disciplinary action or appropriate administrative action, without regard to Section 2 of this Article.

SECTION 4:

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 5:

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

SECTION 6:

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 adherence to the program or service.

SECTION 7:

The Employer reserves its right to take disciplinary action against employees. In appropriate cases, when an employee accepts a referral, the Employer will give due consideration to an employee's satisfactory attendance and/or conduct and/or improved job performance when initiating disciplinary action. 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 8:

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. This Article shall not be interpreted, in anyway, to interfere with management's

right to discipline an employee, including removal from District employment, if after an opportunity for rehabilitation, the employee fails to refrain from the use of illegal drugs or alcohol.

ARTICLE 23
LEAVE ADMINISTRATION

SECTION 1 - APPLICATION OF LEAVE:

Any request for a leave of absence shall be submitted in writing on SF-71 by the employee to his immediate supervisor. The request shall state the type of leave requested and the length of time off the employee desires. The immediate supervisor shall respond to the leave request as soon as practicable. If the request is disapproved, the supervisor shall return the SF-71 with the reason(s) for the disapproval indicated.

Any employee's request for immediate sick leave due to family sickness or death shall be answered immediately.

An advance request for a short leave of absence, not to exceed three (3) days shall be answered as soon as possible, or no later than twenty-four (24) hours after the request is submitted.

Any advance request for a leave of absence exceeding two (2) weeks shall be answered within five (5) days, except for scheduled vacations, as provided for elsewhere in this Agreement. If the request is disapproved, the supervisor shall return the SF-71 with the reasons for the disapproval indicated.

Employees shall be returned to the same grade and classification they held at the time the leave of absence was granted. However, if an employee is returning from an excused leave for educational purposes during which he/she has acquired the qualifications for a higher rated position, he/she shall not have lost any of his/her rights provided by existing laws, rules and regulations, in being evaluated for a higher graded position.

SECTION 2 - CALL IN TIME:

- A. at least one hour (1) 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 Ward Office/Facility Manager'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 on a first come, first served basis.

SECTION 4 - PAID LEAVE:

- A. **ANNUAL LEAVE:** Employees shall earn annual leave in accordance with Article 2, Section D of the Compensation Agreement Between the District of Columbia Government and Compensation Units 1 and 2.

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.

1. 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):

- a. To correct an Administrative error;
- b. When annual leave was scheduled in advance but it was denied because of exigencies of the public business; or,
- c. When the annual leave was scheduled in advance but its use was precluded because of illness or injury.

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.

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. 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 71 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.
5. Employee shall earn sick leave in accordance with Article 2, Section E of the FY 2001 - 2003 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 Article 2, Section F.1 of the Compensation Agreement.

D. COURT LEAVE:

Employees shall be granted court leave in accordance with Article 2, Section F.2 of 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 service as provided by Court.

E. FUNERAL LEAVE:

Employees shall be granted funeral leave in accordance with Article 2, Section F.3 of 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 Section 3, Subparagraph B of 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 24
LIGHT DUTY

SECTION 1:

There are no permanent light duty assignment positions within the Agency. However, from time to time, an opportunity may arise for a temporary light duty assignment of limited duration. Assignments to light duty may not be available for every employee who desires it, nor is there any assurance such an assignment will continue as long as the employee's limited circumstances persist. The Employer will make every effort to provide light duty assignments which are temporary in nature as follows:

- A. To be eligible for light duty, the employee's limitations must be certified by the employee's attending physician. 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 are light duty assignments available, assignments shall be made in order of the dates the requests employees determined by management to be equally qualified for the assignment.

ARTICLE 25
USE OF PRIVATE VEHICLES

SECTION 1:

The use of personal vehicles by employees in the performance of their duties and said reimbursed will be administered in accordance with the provisions outlined in the Compensation Units 1 and 2 Agreement, consistent with Departmental rules and regulations.

ARTICLE 26
SAFETY

SECTION 1:

The Employer and the Employees shall work cooperatively to 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 safe 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, Handle with Care, 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:

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.

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

95 degrees Fahrenheit - 55% humidity (minimum)
96 degrees Fahrenheit - 52% humidity
97 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 once a month, or at the call of either co-chairperson to review special conditions which may develop.
- B. Conduct safety surveys and make Joint recommendations to the appropriate administrator, through the Risk Manager. Final reports from the appropriate administrator shall be provided to the Safety Committee within a reasonable period on all matters initiated by the Committee.
- C. Coordinate the development and conduct of appropriate health and safety training programs. All training must be coordinated with and approved by the Employer.
- D. Render assistance to the Agency safety officer upon request.

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 27
CORRECTIVE AND ADVERSE ACTION

SECTION 1:

- 1. 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.
- 2. Corrective and Adverse Actions will be taken in accordance with Chapter 16 of the DPM.
- 3. Employees may either grieve suspensions 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:

- 1. 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.
- 2. Employees who are given an opportunity to reply during investigative or proposal stages of a disciplinary action shall be informed of their right to have a Union representative present.

3. The removal of an employee during his/her probationary period is not grievable and shall be done in accordance with the DPM.

ARTICLE 28

PERSONNEL ISSUES

SECTION 1:

The Employer, through the D.C. Office of Personnel, will continue to provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits insurance, and assisting employees in preparing all necessary retirement papers. Further, to the extent training is available, the Employer in conjunction with the DCOP, shall continue to provide training on the retirement program, and shall ensure that notices announcing the program will be posted on appropriate bulletin boards.

ARTICLE 29

WORK ON HOLIDAYS

SECTION 1:

In accordance with the DPM Chapter 12, 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:

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

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 30

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. Inasmuch as 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. All employees of the Group must sign the grievance.
3. **UNION/CLASS** - A grievance involving employees in the bargaining unit may be filed and signed by the Union President 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/PERSONAL GRIEVANCES:

A. **STEP 1:**

Grievances (except Adverse Action and Union/Class) shall first be taken up orally or in writing by the concerned employee or Union representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within twenty (20) work days from the date the employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the term of this Agreement, the Union may have an observer present. The Employer representative shall communicate the decision within ten (10) working days from the presentation of the grievance. The Employer shall present a written response when the grievance is presented in writing and an oral response when the case is presented orally.

B. **STEP 2:**

If the matter is not satisfactorily settled at Step 1 of the presentation of grievance the employee(s) or the Union representative may, within ten (10) working days, submit the matter in writing to the next level Employer representative. The Employer representative will meet with the Union representative and the aggrieved employee(s) within five (5) working days after receipt of the grievance. The Employer representative shall give the employee(s) and the Union her/his written response within five (5) working days after the meeting.

The grievance at this and at every further step shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated.
2. The date(s) on which occurred.
3. A brief description of how the alleged violation occurred.
4. The specific remedy or adjustment sought.
5. Authorization by the employee if Union representation is desired.

Should the grievance not contain the required information, the Grievant or Union representative shall be so notified and given fifteen (15) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the fifteen (15) day period shall void the grievance.

C. STEP 3:

If the grievance is not settled at Step 2, the employee(s) or the Union may within ten (10) working days forward the grievance to the Department Head for further consideration. The Department Head will review the grievance, consult with the employee(s) and the Union, and give the employee(s) and the Union his/her written answer within ten (10) working days after receipt of the grievance.

D. STEP 4:

If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration.

SECTION 5 - Corrective or Adverse Action Grievances:

A. STEP 1:

A grievance which involves an adverse action, a removal or reduction in grade based on unacceptable performance shall be presented in writing by the concerned employee and the Union representative with the Agency Head within forty-five (45) calendar days of the final notice of action. The Employer will have fifteen (15) working days in which to answer the complaint in writing. A grievance which involves an official reprimand or a suspension of less than ten (10) days must be filed within ten (10) days of receipt of the final decision on the reprimand or suspension.

B. STEP 2:

If the matter is not satisfactorily settled at Step 4, the Union can invoke arbitration within twenty (20) working days of receipt of the Employer's decision at the Step 4 level.

SECTION 6 - UNION/CLASS GRIEVANCES:

STEP 1: The Employer and the Local President or his/her designee will meet within five (5) working days after receipt of the grievance to discuss the grievance.

STEP 2: The Department Head shall give the Local President his/her written response within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

SECTION 7 - ARBITRATION:

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

B. A committee of Union representatives and Management officials that are party to this agreement will meet quarterly 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) working days of the request to arbitrate.

2. There shall be no stenographic record of the proceedings.

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) 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) 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 8 - GENERAL:

1. Witnesses shall be sequestered upon request of either party.

2. 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.
3. The parties shall request that the arbitration award be in writing and set forth the Arbitrator's findings, reasoning and conclusions, within thirty (30) days after the conclusion of the hearing. Time limits may be extended by mutual agreement except in the case of expedited arbitrations.
4. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award.
5. The Arbitrator's award shall be binding upon both parties. Nothing in this Section prevents either party from appealing 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.
6. A statement of the Arbitrator's fee and expenses shall accompany the award. The fee and expense of the Arbitrator shall be born by the both parties.
7. For any dispute over the application of an Arbitrator's award, the Arbitrator shall retain jurisdiction.

SECTION 9 - APPEAL AND GRIEVANCE OPTIONS:

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. Corrective actions, including suspensions of less than ten (10) days may only be pursued through the negotiated grievance procedure.

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 appellate procedure or files a grievance in writing under the negotiated grievance procedure.

SECTION 10 - QUESTIONS OR GRIEVABILITY:

For matters arising under the terms of this Agreement, in the event either party should assert a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Any dispute of grievability or arbitrability shall be referred to arbitration as a threshold issue(s).

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 disarm 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 for three (3) years until 30 September 2007. 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 25th day of May, 2004

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT
DEPARTMENT OF HUMAN SERVICES

FOR THE FRATERNAL ORDER OF POLICE/
DEPARTMENT OF HUMAN SERVICES LABOR
COMMITTEE

<u>Mary K. Leary</u>	<u>Gregory R. Rios</u>
<u>James F. Langford</u>	<u>Shawn Adams</u>
<u>Barbara Parley</u>	<u>Syrene A. Coates</u>
<u>[Signature]</u>	<u>Aileen Propp</u>

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the Fraternal Order of Police/Department of Human Services Labor Committee dated July 2, 2004 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 July, 2004.

Anthony A. Williams
Anthony A. Williams
Mayor