

LABOR AGREEMENT



between the

Metropolitan Police Department

and the

National Association of
Government Employees (NAGE)

Local R3-05

Effective March 8, 2007 – September 30, 2010

Table of Contents

Article	Subject	Page
1.	Preamble.....	2
2.	Recognition	2
3.	Wages and Other Benefits.....	3
4.	No Strike Clause	3
5.	Management Rights.....	4
6.	Rights of Employee Representation.....	5
7.	Probationary Employees.....	7
8.	Dues.....	7
9.	Union Security	8
10.	Labor-Management Cooperation	8
11.	Non-Discrimination and Affirmative Action	9
12.	Use of Facilities	10
13.	Contracting Out.....	11
14.	Employee Lists.....	11
15.	Vacancy Announcements.....	12
16.	Job Descriptions.....	12
17.	Reduction in Force.....	13
18.	Scheduling.....	13
19.	Leave	14
20.	Training	17
21.	Safety and Health.....	18
22.	Personnel Files	19
23.	Distribution of Contract.....	20
24.	Discipline	20
25.	Grievance Procedure.....	23
26.	District Personnel Manual	30
27.	Savings Clause.....	30
28.	Details.....	30
29.	Duration and Finality of Agreement	31

ARTICLE 1 PREAMBLE

Section 1

This agreement is entered into between the Metropolitan Police Department, Washington, DC, and Local R3-05, National Association of Government Employees.

Section 2

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

Section 3

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

Section 4

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

ARTICLE 2 RECOGNITION

The Department recognizes the National Association of Government Employees, as the exclusive representative for a unit consisting of the following employees of the Metropolitan Police Department:

All non-professional employees of the Metropolitan Police Department excluding wage grade employees of the Property Division and the Fleet Management Division, management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity.

ARTICLE 3
WAGES AND OTHER BENEFITS

Members covered by this agreement are in compensation unit one (1). The relevant compensation unit 1 package negotiated with the Government of the District of Columbia shall be incorporated in this Agreement.

ARTICLE 4
NO STRIKE CLAUSE

Section 1

For the purpose of this contract, the term "strike" includes any strike or concerted action with others involving failure to report for duty, the willful absence from one's position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Department for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

Section 2

Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.

Section 3

The Department may discipline, as deemed appropriate, any employee who engages in a strike.

Section 4

In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of Local R3-05, provided that upon notification, in writing, by the Employer of said strike, Local R3-05 meets the following conditions:

1. Within not more than eight (8) hours after receipt of written notification by the Employer of any strike, Local R3-05 shall publicly disavow the action by issuing a statement to the media stating that the strike is unauthorized and unsupported by the Union.
2. Local R3-05 shall in good faith promptly direct the employees in the bargaining unit to return to work.

3. The Union's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

Section 5

Management agrees that no employee will be prevented from reporting for work and performing his duties solely because of any dispute between the parties hereto.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1

The Metropolitan Police Department retains the sole right in accordance with applicable laws and rules and regulations:

1. To direct employees of the Agency;
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 of 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.

Section 2

Those inherent managerial functions, prerogatives, and policy making rights, whether listed above or not, that are in accordance with the applicable laws, rules, and regulations are hereby retained by the Department.

Section 3

Those management rights that have not been expressly modified or restricted by a separate distinctive article of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

Section 4

When a Departmental General Order or Regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of consultation or negotiation, as appropriate, with the Employer.

ARTICLE 6 RIGHTS OF EMPLOYEE REPRESENTATION

Section 1

Designated employee representatives will be free from reprisal, coercion or discrimination in the exercise of their right to act on behalf of an employee or group of employees within the bargaining unit.

Section 2

One (1) Chief Steward and up to twelve (12) Shop Stewards shall be designated by the Union and shall be accorded recognition by the Employer as employee representatives for the employees in the bargaining unit.

Section 3

Stewards are authorized to perform and discharge the duties and responsibilities as assigned under the grievance procedure.

Section 4

The Union will supply management with the names of all the employee officials of the Union and all stewards.

Section 5

Subject to security and safety, Union officials who are non-employees will be allowed to visit work sites, after prior notification and approval, to carry out their responsibilities under the terms of this Agreement.

Section 6

Stewards may be contacted by employees concerning complaints and grievances during working hours but not for the purpose of discussing other Union matters. In the event such contact would require the employee to leave his/her duty post, he/she must first obtain permission from his/her supervisor.

Section 7

Officials of the Union, who are employees, and stewards, shall notify their immediate supervisor when they desire to leave their work assignments to carry out their duties under the grievance procedure.

Section 8

The official or steward shall be granted official time unless the work situation or an emergency precludes the granting of such official time. If official time is denied, the steward will be informed at that time when he/she will be granted official time. If the immediate supervisor is not available, notification will be made to the next higher level of supervision.

Section 9

The Employer shall provide Union stewards, employees and Union officials with official time in the manner hereinafter described to receive, investigate, prepare and present grievances to management.

1. An employee may request the presence of a Union representative during an interview by the Employer if he/she believes the interview/meeting may result in disciplinary action. A Local Union representative shall be given the opportunity to be present following such a request.
2. Upon the employee's request for Union representation, the Employer shall allow the employee time to consult with the Union representative regarding the subject and purpose of the meeting. A Union representative shall be given the opportunity to be present following such a request. In no event shall the meeting be delayed beyond 24 hours unless mutually agreed.
3. Upon the employee's request, official time shall be granted as needed within scheduled working hours to report grievances to Union representative(s) and to management.
4. Union stewards and officials shall be granted official time to investigate, receive and present a grievance in accordance with the provisions of the negotiated grievance

procedure. Time shall be allowed for travel if it becomes necessary for a steward to go to another police facility to represent an employee.

Section 10

Constitutionally and officially elected delegates shall be granted five (5) days administrative leave to attend the NAGE National Convention.

Section 11

Employees elected to any Union office or selected to do Union work which takes them from their employment with the Employer shall, at the written request of the Executive Vice-President of the Local's Parent Organization, be granted a leave of absence without pay. The initial leave of absence shall not exceed one year. Leaves of absence for such Union business shall be extended for similar periods upon request. The cost of any employment benefits retained by the employee during such absence shall be paid by the Union.

ARTICLE 7 PROBATIONARY EMPLOYEES

Employees serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the Comprehensive Merit Personnel Act, or any Departmental rules and regulations governing probationary employees.

ARTICLE 8 DUES

The Employer agrees to withhold Union dues from the wages of unit employees who authorize such deductions by signing the voluntary salary allotment form or service fees as provided in Union Security, Article 9, Section 2.

The amount to be deducted shall be certified to the Employer by the duly authorized officer of NAGE. The aggregate biweekly deductions for all employees shall be remitted biweekly, together with an itemized statement to the duly authorized officer of NAGE, immediately after such deductions are made.

Members can choose to become service-fee payers at any time.

ARTICLE 9 UNION SECURITY

Section 1

The Union shall be responsible for representing the interests of all unit employees without discrimination and without regard to membership in the Union.

Section 2

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the members in the unit are members of the Union.

Section 3

Membership in the Union or payment of the service fees shall not be a condition of employment.

Section 4

If any court action is brought against the Employer, as a result of the service fee provisions of this Agreement, the Union shall intervene as a party defendant for the purpose of defending the propriety of the contract under the law.

Section 5

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon such employee's reporting to their work site within thirty (30) calendar days of employee's appointment or reappointment. A list of new hired employees shall be furnished to the Union by the end of each month. One week prior to all scheduled orientations, the Employer shall provide written notice to the Union president.

ARTICLE 10 LABOR-MANAGEMENT COOPERATION

Section 1

The Employer agrees that representatives of the Union and management may meet monthly, or as necessary, for the purpose of discussing issues of common interests and establishing and maintaining labor-management cooperation by a committee composed of equal numbers from both

parties. Such Union-management meetings will be held during normal working hours without loss of pay to those employees attending.

Section 2

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

Section 3

The Department and the Union agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted in advance of the meeting, the Department or the Union may present discussion items at the scheduled meetings, and the issues thus presented may either be discussed by both parties or tabled, by either party, for later discussion.

ARTICLE 11 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1 - Non-discrimination

1. Both parties shall share equally the responsibility for applying the provision of this Agreement to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, political affiliation, handicap or sexual orientation.
2. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or an Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

Section 2 - Affirmative Action

1. The Employer will continue to conduct an affirmative action program and a workplace environment plan formulated and implemented in accordance with applicable laws and regulations.
2. The Union shall have one (1) member on the Employer's EEO Counselor List selected

by the Union president or his/her designee. The member shall be either a local executive board member or a shop steward/Union representative.

3. The Union shall be provided the opportunity for involvement in the assessment and development stages of the Employer Affirmative Action Plan. In addition, the Union may submit written comments and suggestions for the Employer's consideration during the assessment and development stages.
4. The Employer agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan and will make it available for review by employees. Additionally, the Employer will provide a copy of the EEO complaint procedure to the Union and to employees.
5. The Employer and the Union will respect an employee's right to file a formal discrimination complaint under the Metropolitan Police Department's equal employment opportunity program (EEO).
6. Final selection and appointment of EEO Counselors is a management responsibility. The Union will be provided with a list of the names of the EEO Counselors and EEO Officer.
7. Allegations of discrimination based on Union affiliation may be grieved and arbitrated under this Agreement. All other allegations of discrimination will be filed with the Department's EEO office, the District's Office of Human Rights or the U.S. EEO office.

ARTICLE 12 USE OF FACILITIES

Section 1

The Union agrees to request, in advance, the use of space to conduct Union meetings during non-working hours of employees involved. If the request for the use of space is approved, reasonable care will be exercised in using the space and the area will be left in a clean and orderly condition. When use of the facilities is to be scheduled after 1600 hours, the Union will request this use three (3) days in advance.

Section 2

The Employer agrees to provide bulletin boards in appropriate areas for use by the Union. Material posted on these boards must be related to legitimate interests of the Union and bear the signature of a Union representative who is an employee of the Agency.

Section 3

The Employer agrees to designate a mailbox within the Department's internal mail system for use by the Union.

Section 4

The Employer agrees to furnish to the Union a suitable location in each district or at department headquarters which will normally be available to the Union in connection with the handling of employee grievances and complaints. If that area, however, is not then available, a like area will be made available.

ARTICLE 13 CONTRACTING OUT

Section 1

It is understood that decision regarding contracting out are within the discretion of the department. Prior to contracting out which deviates from the agency's past practice, the Employer agrees to consider existing resources, to consult with the Union and agrees to consider the views, recommendations or suggestions offered by the Union.

Section 2

The Employer agrees to notify the Union within thirty (30) calendar days of any contracting out actions, which will displace any career employee. The Employer further agrees to minimize displacement action through realignment, retraining and restricting hiring and to exert other action necessary to retain career employees consistent with applicable laws and regulations and to place employees who have been displaced by such action in other available vacant positions within MPD for which they are qualified and able to perform with minimum training. "Minimum training" refers to instruction intended to familiarize and acclimate reassigned employees with the procedures followed in a new position/department.

ARTICLE 14 EMPLOYEE LISTS

Quarterly, during the term of this Agreement, the Employer shall provide the Union, upon request, with an alphabetical list of employees in the bargaining unit. This list shall include the employee's name, address, telephone number, assignment and service computation date.

ARTICLE 15 VACANCY ANNOUNCEMENTS

Section 1

All Vacancy Announcements for positions covered by this Agreement, for which the area of consideration is unlimited, will be posted on the District's Office of Personnel web site for at least ten (10) days. Vacancy announcements for which the area of consideration is limited to the Metropolitan Police Department will be open for at least five (5) days and carried in the Dispatch, and on the MPD website for five (5) days.

Section 2

Employees must submit an application in the manner outlined in the announcement to be considered. The Department agrees to advise candidates that their application has been received, upon telephonic request by the applicant. Non-selected applicants will be notified by the Department of their non-selection. Competitive or non-competitive appointment or promotion from a group of candidates who were properly qualified, ranked or certified is not grievable under this contract.

Section 3

Where all other factors are equal among applicants, the vacancy shall be filled by the applicant who has seniority in the Department.

Section 4

Employees may individually or with a Union representative request a final review of a specific promotion action for which they applied and were not selected.

ARTICLE 16 JOB DESCRIPTIONS

Section 1

Each employee covered by this agreement shall be supplied with a copy of his/her job description. The Union shall be supplied with a copy of each job description upon request. The Union shall be given the opportunity to review substantial changes in job descriptions prior to implementation. This review will not delay the implementation of changes.

Section 2

The phrase “performs other duties as required or assigned” and phrases of similar nature in the job description are understood to mean duties, which are reasonably related to the duties outlined.

Employees will not be required to work outside of their job descriptions on a regular basis.

Section 3

An employee may appeal the classification of his position at any time.

ARTICLE 17 REDUCTION IN FORCE

Section 1

The Employer agrees to provide the Union with advance information concerning a reduction in force.

Section 2

The Employer further agrees to minimize the effect on career employees to whatever extent possible through reassignment, retraining, or restricting recruitment and any other appropriate means to avoid separation of employees in full compliance with all laws and regulations of the District of Columbia.

ARTICLE 18 SCHEDULING

Section 1 – Work Schedule

Work schedules showing the employee's shift, work days and hours shall be posted or otherwise made known to the employee. The workweek for full-time employees shall normally consist of five consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours unless the employee is assigned to a twenty-four (24) hour operational unit.

Special schedules shall be established for employees who are assigned in a twenty-four (24) hour operational unit and are required to work on Saturday and/or Sunday as part of their regular workweek. The workday for employees assigned in a twenty-four (24) hour operational unit shall consist of eight (8) hours of work. Work schedules for employees assigned to these units shall be posted and show the employee's workdays, tour of duty and days off or otherwise made known to the employee.

Section 2 – Changes In Work Schedule

Prior to any changes to the employee's work schedule, the Employer shall provide the employee with a fourteen (14) day notice. The Employer will also furnish the employee the reasons for the new assignment or change in the work schedule.

An employee's workweek or tour of duty shall not be changed for brief periods of time or on short notice for the purpose of avoiding the payment of overtime. Except when the Chief of Police determines that a unit would be seriously handicapped in carrying out its function or that costs would be substantially increased, the working hours in each day in the basic workweek shall be the same.

Section 3 - Rest Periods

All employees shall be provided two fifteen (15) minute rest periods for each tour of duty.

The same principle shall apply for overtime worked beyond the regular shift except that the employees need work only one (1) or more hours to qualify for the first fifteen (15) minute overtime rest period. Where possible, this initial overtime rest period shall be granted prior to the beginning of overtime work.

Section 4

Unit employees shall be granted a ten (10) minute personal cleanup period, if needed, prior to the end of the tour of duty.

ARTICLE 19 LEAVE

Section 1 – Annual Leave

Annual leave shall be requested by the employee from their immediate supervisor or his/her designee. Management agrees to provide the employee an opportunity to use the annual leave that is earned. Requests for annual leave will not be denied without sufficient cause and shall be based upon factors which are reasonable, equitable and do not discriminate against any employee or group of employees. Leave previously approved will not be cancelled or rescheduled by the employer without a good and sufficient reason, which shall be in writing in the remarks section on the DCSF-71.

Any normal requests for accumulated annual leave must be submitted on a DCSF-71 to the immediate supervisor or his/her designee. Requests for one day of leave or more shall be requested at least one (1) day in advance. Management shall allow an employee to submit an annual leave request four (4) months or more in advance, but no more than 12 months prior to

the date(s) the leave is requested.

It is the responsibility of the employee to notify his/her supervisor of the need for emergency annual leave prior to his/her tour of duty when possible. Call-in for emergency annual leave shall be at least one (1) hour before the start of the tour of duty, and will state the reason for the requested leave and the expected duration.

Requests for annual leave shall be approved on a first received basis. But in the event two or more requests for the same period are received and staffing requirements prevent the granting of all such requests, when objective considerations are equal, the conflict shall be resolved on the basis of employee seniority as determined by D.C. Service computation data.

If an employee is unavoidably or necessarily absent for less than one hour, or tardy, the Agency, for adequate reason may excuse him or her without charge to leave. When an employee is charged with leave or placed on any type of non-pay status, the Agency may not require him or her to perform work for any part of the leave charged against his or her account or non-pay period.

At retirement, resignation or separation, employees shall receive a lump sum payment for all annual leave not used to offset debt to the Department.

Section 2 – Sick Leave

Accrued sick leave shall be granted to employees incapacitated by illness from the performance of their duties. Employees shall request sick leave as soon as possible on the first day of sickness and shall inform his or her supervisor of the expected length of absence. If the incapacity lasts longer than estimated, the employee shall contact the supervisor and provide a revised estimate.

In the event of an unforeseen emergency, a family member may contact the employee's supervisor; however, the employee must make direct contact with his/her supervisor or the next higher level manager as soon as practical but no later than the employee's end of tour of duty.

Accrued sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, etc. and for the purpose of securing diagnostic examinations, treatments and x-rays.

If absent three (3) workdays or less, the employee shall be required to certify to his or her incapacity by initialing the time and attendance report or by signing the DCSF-71, application for leave. An absence in excess of three (3) workdays should be supported by a medical certificate the reverse of the DCSF-71, or similar statement. In the event that the illness was of a nature that medical treatment was not required, the employee's supervisor (or appropriate official) may accept a suitable statement signed by the employee in lieu of a medical certificate.

If, however the illness was of such a nature that medical treatment could not be obtained because of remoteness or location or other reason, the person responsible for approving leave may accept an appropriate statement signed by the employee in lieu of a medical certificate. The minimum charge for sick leave is one hour; additional charges are in multiples of one hour.

Where there is reason to believe that sick leave is being abused, the supervisor should notify the employee in writing that a medical certificate will be required for any future absence that is to be charged to sick leave, regardless of its duration. When it is determined that an absence is not properly chargeable to sick leave or annual leave, absence without leave shall be charged. Unapproved absences also may be made a basis for disciplinary action.

Permanent employees who have completed their probationary periods shall be eligible to request advance sick leave. An employee who has completed one (1) year of service shall be granted up to thirty (30) days of advance sick leave upon submission of medical certification and as allowed by departmental rules.

Section 3 - Family and Medical Leave

At the request of the employee, and pursuant to D.C. Official Code § 32-501 et seq., employees shall be entitled to up to sixteen (16) weeks of family and medical leave in accordance with the District of Columbia Family and Medical Leave Act (FMLA). Employees are also entitled to twelve (12) weeks of federal FMLA leave. An employee is not entitled to both types of leave in one year.

Maternity leave of absence shall be granted to pregnant employees who request same. The leave shall commence upon the date requested by the employee and may continue up to four (4) months. Employees must qualify for maternity leave under the Family Medical Leave Act. Maternity leave may be any combination of accumulated annual leave, sick leave, compensatory time or leave without pay at the employee's option. A pregnant employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons certified by a physician.

Paternity leave shall be granted for a period of up to sixteen (16) weeks following the birth of a child, adoption and foster child and/or children. Such leave shall consist of annual leave and or compensatory time.

Section 4 – Leave of Absences

The Chief of Police may grant an employee leave without pay, up to one (1) year, in the event of serious illness. Any prior leave, D.C. or federal, counts toward the year.

Section 5 – Leave for Blood Donation

Employees shall be granted paid leave not to exceed four (4) hours on any one occasion for the purpose of donating blood, in accordance with D.C. personnel regulations.

ARTICLE 20 TRAINING

Section 1 – Basic Training

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer's expense and, if possible, during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with the Compensation Units 1 and 2 Agreement.

Section 2 – Reassignments and New Assignments

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Employer will provide the training necessary to enable employees to perform all required duties. This training may be on the job training.

Section 3 – Continued Training Opportunities

Training and reimbursement for training will be governed by the Department's tuition reimbursement program.

Section 4 – Career Training and Development

The employer will attempt to publicize available training opportunities and courses for employee development and advancement, by posting advertisements on the Department's website and in the Department's Dispatch.

Section 5 – Funding

Where the agency, in its sole discretion, is unable to fund training, such decision will not be grievable or arbitrable.

ARTICLE 21 SAFETY AND HEALTH

Section 1

The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safe practices and regulations.

Section 2

The Employer will take prompt and corrective action to correct any unsafe condition or act which is reported. No employee shall be required to continue to work where an immediate hazard to health and safety exist.

Section 3

Protective devices and other equipment necessary for the protection of employees from injury shall be provided by the Employer whenever such devices and equipment are necessary. Proper ventilation shall be provided and maintained where there may be danger from chemical fumes.

Section 4

The Department and the Union agree to establish a standing Joint Safety Committee which shall meet as necessary, upon mutual agreement, to review safety conditions; to discuss matters of mutual interest and benefit pertaining to safety; and to make recommendations for improvement of safety conditions to the Chief of Police.

Section 5

The Joint Safety Committee shall consist of not more than two (2) individuals appointed by the department and two (2) individuals appointed by the Union, who shall be selected annually to serve on the committee for a period of one year. The Union shall notify the Chief of Police in writing of the names and work locations of their appointees and the names and work locations of a designated alternate for each standing member.

Section 6

A summary report of the Committee's meeting(s) shall be submitted quarterly to the Chief of Police. If additional meetings are held, summary reports of those meetings shall also be submitted. The recommendations of the committee, including dissenting or additional recommendations by individual committee members, shall be submitted in writing to the Chief of Police subsequent to each meeting.

Section 7

The Chief of Police shall, within twenty (20) days from receipt of the recommendations of the Committee, advise the Committee in writing of his decision on the recommendations submitted.

Section 8

The members of the Joint Safety Committee appointed by the Union shall be granted official time to attend meetings when they occur during the regular working hours of the employees. The Union shall notify the Department's Labor Relations Representative at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member.

Section 9

If an employee in a position identified by the Chief of Police is injured in the performance of his or her duty, the Chief of Police shall have the discretion to identify a "light duty" detail for that employee, considering first any available positions within the employee's unit. The light duty detail shall be terminated as soon as the employee is medically able to return to his or her permanent assignment. The light duty detail may last no more than 90 days, except that the Chief of Police shall have the discretion to extend the detail, provided the prognosis is that the employee is not permanently disabled and will medically recover to the point of being able to return to his or her permanent assignment. The "light duty" detail shall not be to a position carrying additional compensation. Under no circumstances will the employee be considered "assigned" to the detailed, light duty position.

Section 10

Disputes arising under this Article shall not be subject to the negotiated grievance procedure.

ARTICLE 22 PERSONNEL FILES

Section 1

The official personnel files of all personnel covered by this Agreement shall be maintained only in Human Services.

Section 2

Each employee shall have the right to examine the contents of his/her personnel file and request copies of material in the file subject to D.C. Official Code § 1-631.05.

Section 3

Each employee shall have the right to present information immediately germane to any information contained in his or her official personnel record and seek to have irrelevant, immaterial or untimely information removed from the record.

Section 4

Records of corrective actions or adverse action shall be removed from an employee's official file in accordance with the District Personnel Manual (DPM).

Section 5

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of the material as deemed necessary subject to the limitations of section 2 of this Article.

Section 6

Any material commending an employee shall be forwarded to Human Services to be placed in the Official Personnel File.

Section 7

The rights of employees pertaining to their Official Personnel Files shall be extended to apply to any employee's personnel file maintained by the Department.

ARTICLE 23 DISTRIBUTION OF CONTRACT

The Employer agrees to print this Agreement utilizing its in house facilities and Union agrees to share its cost. The Local President will be provided with 600 copies for distribution to members.

ARTICLE 24 DISCIPLINE

Section 1

Discipline shall be administered in a fair, equitable, consistent objective and nondiscriminatory manner. Disciplinary action shall not be taken in a manner that is retaliatory or constitutes harassment. Employees shall not be subject to restraints, interference, coercion or reprisals when participating in the disciplinary process.

The Employer agrees that adverse or disciplinary action will not be taken against an employee without cause. For the purpose of this Article, discipline shall include the following:

1. Corrective Action – official verbal counseling; official verbal warning; official reprimand or suspension of three (3) days or less.
2. Adverse Action – suspension of four days or more; reduction in grade or removal.

Section 2

Discipline shall be appropriate to the circumstances and shall be corrective rather than punitive in nature, and shall reflect the severity of the infraction. Discipline shall be administered to reflect the severity of infraction, consistent with the principles of progressive discipline. Progressive discipline does not require all discipline to start at the corrective level. Some infractions will support adverse action for the first offense.

In appropriate cases, consideration shall be given to correcting the problem through progressive discipline and the use of the employee assistance programs as provided under D.C. Official Code § 1-620.07.

Section 3

For purposes of disciplinary actions and penalties, days are defined as workdays (not including Saturdays, Sundays or legal holidays).

An employee's prior disciplinary record shall be considered in selecting the appropriate penalty. However, the following time limits on prior disciplinary actions shall apply when determining the appropriate discipline:

1. A reprimand or lesser penalty shall be considered a prior offense and may be cited only within two (2) years of the effective date of the reprimand, and only if it was not withdrawn earlier by the deciding official issuing the reprimand or by other competent authority.
2. A prior corrective or adverse action except reprimands or lesser penalties shall be considered a prior offense and may be cited only within three (3) years from the effective date of the action, and only if it was not withdrawn earlier by the deciding official issuing the action or by other competent authority.

Section 4

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

Section 5

An employee, against whom corrective action is proposed, shall be provided with an advance written notice of ten (10) business days. The employee shall have ten (10) business days to respond in writing and/or in person to the corrective action proposal.

Any form of corrective action taken against an employee may be appealed through the grievance procedure, beginning at the appropriate step, to the Chief of Police and will not be subject to further appeal.

Section 6

An employee, against whom adverse action is proposed, shall be provided with an advance written notice of fifteen (15) calendar days. The employee shall have fifteen (15) calendar days to respond to the adverse action proposal.

If any disciplinary action results in a suspension without pay in excess of three (3) days, a reduction in grade, or a removal, the Union may on behalf of the employee appeal the final Agency action to arbitration as provided in Article 25.

If the Union declines to advance an appeal to arbitration, or at the election of an employee, an appeal may be made to the Office of Employee Appeals on those disciplinary actions that result in a suspension without pay for ten (10) days or more, a reduction in grade or a removal.

Section 7

The Employer agrees that the notice of proposal for corrective or adverse action will identify the causes and the reasons for the proposed action. The Employer agrees to notify the employee of his/her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and/or his/her authorized representative for review. The employee and/or his/her authorized representative shall be entitled to receive copies of the material within a reasonable time.

Any information that cannot be disclosed to the employee and/or his/her representative shall not be used to support the proposed action.

Section 8

An employee shall be given four (4) hours of administrative leave to prepare for his/her defense against a proposal for suspension of four (4) or more days or removal. An employee shall be given two (2) hours of administrative leave to prepare for his/her defense against a proposal of suspension for three (3) days or less.

Section 9

A Commander/Director or his/her designee may attempt to resolve a suspension of ten (10) days or less after a conference with an affected employee and his Union representative (unless representation is voluntarily waived by the employee) without resorting to the steps outlined elsewhere in this Article. If discipline is recommended by an Administrative Board or by a Commander or Director other than the one to whom the employee is permanently assigned, the Conference shall be held with the Department Disciplinary Review Officer (DDRO). The employee, once notified and prior to the conference, may review the relevant investigative report. The following conditions apply to the conference:

1. The penalty does not exceed a fine or suspension of ten (10) days.
2. Transfer, reassignment, and nontraditional penalties including, but not limited to, community service, counseling, etc. are specifically permitted under this Section;
3. The affected employee voluntarily agrees to the penalty and waives all appeal rights after having been given an opportunity in the conference to present his/her side of the matter;
4. Any statements made in the conference (including proposed settlement) or actual agreement shall not be used by either party as evidence or precedent in that case or any other; except that the outcome of such a conference may be considered in the future for purposes of progressive discipline.
5. If an agreement is not reached between the affected employee and the Commander/Director (or designee), or the DDRO, where applicable, normal disciplinary procedures shall be followed in imposing any penalty.

ARTICLE 25 GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation,

misapplication or misinterpretation of the terms of this Agreement shall constitute a grievance under the provisions of this grievance procedure.

B. PRESENTATION OF GRIEVANCES

Section 1

A grievance may be brought under this procedure by one or more aggrieved employees with or without Union representation.

1. If a grievance involves all the employees in the bargaining unit, the grievance may be filed by the Union as a class grievance directly at Step 2 of the grievance procedure. It is understood that grievances filed by the Union as class grievances will be processed only if the issue raised by the grievance is the same as to all employees involved.
2. If a grievance involves a group of employees within a district or division, the grievance may be filed by the Union on behalf of the group of employees or by the group of employees at the appropriate management level authorized to resolve the issue.

Section 2

A grievance shall not be accepted by the Department or recognized as a grievance under the terms of this Agreement unless it is presented by the Union and/or the employee to management at the oral Step of this procedure not later than ten (10) business days from the date of the occurrence giving rise to the grievance or within ten (10) business days of the employee's knowledge of its occurrence, or in the case of class grievances, by the Union not later than thirty (30) business days from the date of the occurrence giving rise to the grievance or within thirty (30) business days of the Union's knowledge of its occurrence at Step 2 of the procedure.

Section 3

A grievance not submitted by the employee within the time limits prescribed for each step of the procedure shall be considered satisfactorily settled on the basis of the last decision received by the employee which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step shall enable the employee to pursue the grievance at the next higher step of the procedure.

Section 4

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

C. PROCEDURAL STEPS

Informal Step

The aggrieved employee, with or without his Union representative, shall meet with the management official at the lowest level capable of resolving the grievance, who is not a member of the certified bargaining unit, and orally discuss the grievance. If the official lacks the authority to resolve the grievance, he/she shall refer the employee to the appropriate management official. The official shall make a decision and orally communicate this decision to the employee within three (3) business days from the initial presentation of the grievance.

Step 1

Section 1

If the grievance is not resolved informally, the employee shall submit a written grievance to his or her Manager, Commanding Officer or Division Chief within seven (7) business days following the informal response. The specific written grievance presented at Step 1 shall be used solely and exclusively as the basis for all subsequent steps. The employee shall be represented at Step 1 by his/her steward or Union representative. The written grievance at this step shall contain the following:

1. A statement of the specific provisions(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
2. The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
3. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
4. The specific remedy or adjustment sought;
5. Authorization for the Union or other employee representative, if desired by the employee, to act as his/her representative in the grievance; and
6. The signature of the aggrieved employee or the Union representative, according to the category of the grievance.

If the grievance does not contain the required information, the grievant shall be notified and granted five (5) business days from the receipt of the notification to resubmit the grievance. Failure to resubmit the grievance as required within the five (5) business day period shall void the grievance.

Section 2

The employee's Manager, Commanding Officer or Division Chief shall respond in writing to this grievance within seven (7) business days of its receipt. The written response shall contain the following:

1. An affirmation or denial of the allegations upon which the grievance is based;
2. An analysis of the alleged violation of the agreement;
3. The remedy or adjustment, if any, to be made; and
4. The Signature of the appropriate management representative.

Step 2

1. If the grievance is not resolved at Step 1, the employee shall submit a written grievance to the Chief of Police within seven (7) business days following receipt of the Manager, Commanding Officer or Division Chief's response. The written grievance filed at this step need not be signed by the employee. The Chief of Police, or his/her designee, shall respond in writing to the grievance within seven (7) business days of its receipt.
2. Class grievance shall be submitted by the Union in writing at this step of the grievance as provided for in Part B, Section 1.1 of this Article and shall contain the following:
 - a. A statement of the specific provision(s) of the Agreement alleged to have been violated;
 - b. The manner in which the provision is purported to have been violated;
 - c. The date or dates on which the alleged violation occurred;
 - d. The specific remedy or adjustment sought;
 - e. A statement that the grievance involves all employees in the bargaining unit and that the issue or issues raised by the grievance are the same to all employees involved;
 - f. Signature of the President of Local R3-05;
 - g. The required information must be furnished in sufficient detail to identify and clarify the matter at issue which forms the basis for the grievance. If the grievance does not contain the required information, the President of Local R3-05 shall be

notified and granted five (5) business days from receipt of the notification to resubmit the grievance. Failure to resubmit the complaint as required within the five (5) day period shall void the grievance.

The Chief of Police, or his/her designee, shall respond in writing to the class grievance within twenty-one (21) business days of its receipt.

D. GENERAL

Section 1

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

Section 2

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

Section 3

The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of a grievance.

Section 4

The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

Section 5

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

Section 6

The presentation and discussion of grievances provided for in this Article shall be conducted at a

time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be present only for the time necessary for them to present personal testimony. When the presentation and discussion of grievances or hearings as provided for in this procedure are held during the normal working hours of the participants, all employees who are entitled to be present shall be excused with pay for that purpose. An employee scheduled to work shift work or weekends will have his/her hours changed to coincide with the time of the hearing.

Section 7

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

E. ARBITRATION

Section 1

The parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the grievance procedure and may be used by the Union to appeal certain disciplinary actions as outlined in Article 24.

Section 2

Within thirty (30) days of the decision of the Chief of Police on a grievance, a disciplinary action or on a final Agency Action, the Union, on behalf of an employee, may advance the matter to arbitration.

Section 3

An attempt will be made to reach agreement on the issue or conciliate the matter. Should conciliation fail, each party shall submit its own statement of the issue to arbitration under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties from a panel or panels submitted by the FMCS.

Section 4

Submissions to arbitration shall be made within ten (10) business days from any attempt at conciliation.

Section 5

1. The arbitrator shall hear and decide only one grievance or appeal in each case.
2. The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
3. The hearing on the grievance or appeal shall be informal and the rules of evidence shall not apply. The hearing shall not be open to the public or persons not immediately involved unless all parties to the same agree. All parties shall have the right at their own expense to legal and/or stenographic assistance at this hearing.
4. The arbitrator shall not have the power to add to, subtract from or modify the provision of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the precise issue submitted for arbitration.
5. Arbitration awards shall not be made retroactive beyond the date of occurrence of the event upon which the grievance or appeal is based.
6. The arbitrator shall render his/her decision in writing, setting forth his/her opinion and conclusions on the issues submitted, within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement.
7. 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 both parties.

Section 6

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

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

ARTICLE 26 DISTRICT PERSONNEL MANUAL

The Department shall make available to the Union in its Personnel Office any portion of the D.C. Personnel Manual that is not available on the District's web site. The Department shall furnish the Union with a copy of all department regulations.

ARTICLE 27 SAVINGS CLAUSE

In the event an Article, Section or portion of the Agreement should 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 immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 28 DETAILS

Section 1

An employee detailed or assigned to a position carrying additional compensation for more than 90 consecutive days shall receive the higher rate of pay beginning the first full pay period following the 90 day period.

Section 2

The Employer shall take measures to insure that an employee assigned or detailed to a higher graded position is not arbitrarily removed from the detail in order to avoid payment in accordance with section 1, above.

Section 3

Upon selection of an employee to a detailed position, the selecting official shall immediately prepare a DC Standard Form 52 (Request For Personnel Action).

Section 4

The Employer shall avoid practices in detailing employees to a higher graded position that are indicative of pre-selection.

ARTICLE 29

DURATION AND FINALITY OF AGREEMENT

Section 1

This Agreement shall remain in full force and effect until September 30, 2010, subject to the provisions of Section 1715 of the Merit Personnel Act. In the event there is a change in management or the transfer of a group or groups of functional elements to another DC Government Agency, this agreement will be honored by the new agency until a new agreement is negotiated.

Section 2

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter.

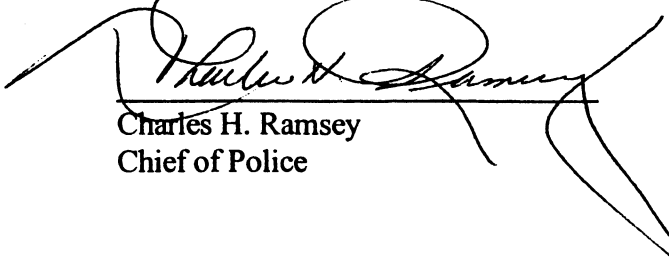
Section 3

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.), the provisions of this Agreement may be suspended by the Mayor during the time of the emergency. The Chief of Police may suspend any provision of this contract when the Chief declares an emergency.

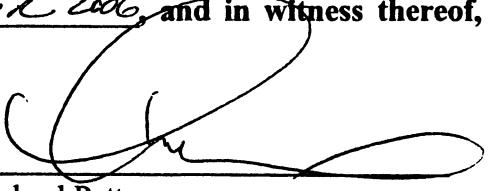
Section 4

This Agreement shall remain in effect until September 30, 2010, from the date approved as provided in Section 1715 of the Act, and will be automatically renewed for three (3) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement one hundred and fifty (150) days prior to its anniversary date. In the event that either party requests modification of any article or part of any article, or the inclusion of additional provisions, only the related articles or part of the articles shall be affected and the unrelated articles and/or parts of articles shall continue in full force and effect.

On this 28TH day of DECEMBER 2006, and in witness thereof, the parties
hereto have set their signatures.



Charles H. Ramsey
Chief of Police



Michael Patterson
President
National Association of Government Employees
Local R3-05

Index

<u>Subject</u>	<u>Page</u>
Contracting Out.....	11
Details	30
Discipline	20
Distribution of Contract	20
District Personnel Manual.....	30
Dues	7
Duration and Finality of Agreement	31
Employee Lists.....	11
Grievance Procedure	23
Job Descriptions.....	12
Labor-Management Cooperation	8
Leave.....	14
Management Rights	4
No Strike Clause	3
Non-Discrimination and Affirmative Action.....	9
Personnel Files	19
Preamble	2
Probationary Employees	7
Recognition	2
Reduction in Force.....	13
Rights of Employee Representation.....	5
Safety and Health	18
Savings Clause.....	30
Scheduling.....	13
Training.....	17
Union Security	8
Use of Facilities	10
Vacancy Announcements.....	12
Wages and Other Benefits.....	3