

WORKING CONDITIONS AGREEMENT

BETWEEN

**DISTRICT OF COLUMBIA GOVERNMENT
HOMELAND SECURITY AND EMERGENCY
MANAGEMENT AGENCY**

AND

**NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES/SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL R3-08**

EFFECTIVE

OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017

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PREAMBLE

This Agreement is entered into between the Homeland Security and Emergency Management Agency (hereinafter referred to as the Agency or HSEMA) and the National Association of Government Employees/Service Employees International Union, Local R3-08 (Hereinafter referred to as the Union or NAGE), and collectively known as the Parties.

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, all parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

The Parties hereto affirm without reservation the provisions of this agreement, and agree to honor and support the commitments contained herein. The parties agree to resolve the differences that may arise between them through the dispute resolution processes agreed to through negotiations of this Agreement.

The purpose of this Agreement is:

1. to promote fair and reasonable working conditions;
2. to promote harmonious relations between the parties;
3. to establish an equitable and orderly procedure for the resolution of differences;
4. to protect the rights and interests of the employee, the Union and the Agency;
5. to improve the morale of employees in service to the District of Columbia; and
6. to promote the efficient and professional operations of the Agency.

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

ARTICLE 1 **RECOGNITION**

Section A:

1. The National Association of Government Employees/Service Employees International Union, Local R3-08, is hereby recognized as the sole and exclusive representative for all employees in the bargaining unit as described in Section B of this Article.

2. The Union, as the exclusive representative of all employees in the unit, has the right, as provided in D.C. Official Code §§1.617.01 through 1-617.17 (2001 Ed.), to negotiate agreements covering all employees in the unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization.

Section B:

The HSEMA bargaining unit represented by the Union is as follows:

All employees of the Homeland Security and Emergency Management Agency including Emergency Operations and Information Specialist, Emergency Operations and information Specialist Bilingual, Emergency Operations VIP Technicians, all other clerical employees, excluding managers, supervisors, confidential employees, and employees engaged in personnel work other than in a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

PERB Case No. 10-RC-01, Certification No. 152 (2011).

Section C:

Nothing in this Article shall be construed as a waiver of any Agency or Union right.

ARTICLE 2
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A:

The sole rights of management are prescribed in the Comprehensive Merit Personnel Act (CMPA) under D.C. Official Code § 1-617.08 (2001 Ed.) and shall be recognized in accordance with the CMPA.

Section B:

All matters shall be deemed negotiable except those that are proscribed by D.C. Official Code § 1-617.08 and decisions issued by the Public Employee Relations Board as a result of negotiability petition appeals.

Section C:

This article shall not preclude the Union's right to bargain, upon request, over the impact and effect of decisions made pursuant to D.C. Official Code § 1-617.08.

ARTICLE 3
LABOR-MANAGEMENT COOPERATION

Section A:

Consistent with the principles of the D.C. Labor-Management Partnership Council, the parties agree to establish and support appropriate partnerships within the HSEMA. The labor-management cooperation committee shall be composed of equal number of high level officials representing each Party. The purpose of the meeting 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 subjects of discussion at these meetings, nor shall the meeting be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

Section B:

The committee shall establish itself within 30 days of signing and approval of this Agreement and shall request partnership training within 60 days of establishing itself. Such training shall be conducted on a bi-annual basis. The parties shall make every attempt to have Federal Mediation and Conciliation Services (hereinafter referred to as the "FMCS") provide such training. Any cost associated with partnership training shall be shared equally by the Parties. The LMPC shall determine its guidelines and operating procedures at its inaugural meeting and memorialize such procedures in writing. All committee decisions shall be made by consensus only.

Section C:

1. The standing members of the LMPC appointed by the Union shall be granted official time to attend the LMPC meetings. If such member(s) attend(s) a meeting that falls outside of his or her normal tour of duty, the Agency shall modify their tour of duty. If the employee's tour of duty cannot be modified, the meeting will be rescheduled.
2. The Union shall notify the Agency at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member. The Agency shall grant official time to the alternate member.

Section D:

If issues of health and/or safety arise, either Party may demand a meeting of the committee of all or part of the committee to be scheduled as soon as is practicable.

ARTICLE 4
NON-DISCRIMINATION

Section A:

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 *et seq.*, (Act), the Agency and the Union agree not to discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on the basis of: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, gender identity or expression, matriculation, political affiliation, disability, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited. Discrimination in violation of the Act will not be tolerated. Violators may be subject to disciplinary action.

Section B:

1. The agency agrees to implement its personnel management policies, procedures or practices in accordance with EEO procedures and statues, and the Union shall, upon request be permitted to meet with Agency EEO officials to discuss these, including reasonable accommodations to the religious needs of employees.
2. The parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations.

Section C:

The agency shall provide the Union annually with its affirmative action plan.

Section D:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the unit without discrimination.

Section E:

The agency agrees that the union may submit names of employees to the agency for consideration for appointment as EEO counselors, using the same criteria that are used for other nominees. The names and telephone numbers of the agency's EEO Counselors shall be posted on the agency's bulletin board. The union shall be promptly notified in writing of the names and telephone numbers of the agency's EEO Counselors.

Section F:

The agency shall ensure that all EEO counselors receive training through the D.C. Office of Human Rights.

Section G:

1. The Agency and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employee opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is defined in Equal Employment Opportunity rules governing complaints of discrimination in the District of Columbia Government (31 DCR 56):

"Sexual harassment" means unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (2) Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or
- (3) Such conduct has the purpose of or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

2. Sexual harassment may include, but is not limited to:

- a. Verbal harassment or abuse,
- b. Subtle pressure for sexual activity,
- c. Patting or pinching,
- d. Brushing against another employee's body, and
- e. Demands for sexual favors.

Section H:

Alleged violation of EEO rights and obligations in this article are not subject to the grievance and arbitration procedures in this collective bargaining agreement and shall be considered by the appropriate administrative agency having jurisdiction over the matter. This does not preclude the non-EEO aspects of mixed grievances (where a clear distinction can be made and where such complaints are within the scope of the grievance procedure as defined within this agreement) from going through the negotiated procedure.

ARTICLE 5
EMPLOYEE LISTS AND INFORMATION

Section A:

Quarterly, upon request from the Union, the Agency shall, within (5) business days, provide the Union with a list of specific bargaining unit employees or a list of all employees in the bargaining unit, to include the following information:

1. Name;
2. Job title, series and grade;
3. Service Computation Date;
4. "Not to Exceed" dates for term employees; and
5. Appointment status.

Section B:

Quarterly, upon request from the Union, the Agency shall, provide the Union staffing vacancy announcements and a list of bargaining unit members:

1. A list of new hires;
2. Separations;
3. Transfers;
4. Reassignments; and
5. Details in excess of 30 days.

Section C:

Quarterly upon request, the Agency shall provide the Union with an approved, standardized copy of the position description for new or modified bargaining unit positions. The Union shall be given the opportunity to review substantial changes in job descriptions prior to implementation.

ARTICLE 6
POSITION MANAGEMENT AND CLASSIFICATION

Section A:

The Agency endeavors to maintain current and accurate position descriptions. Changes to a position shall be incorporated in the position description to assure that the position is correctly classified and graded to the proper title, series, schedule and grade.

Section B:

Upon request, employees shall be furnished a current, accurate, approved copy of the description of the position to which assigned at the time of assignment, or upon request. Employees detailed or reassigned to established positions shall be given position descriptions at the time of assignment. Employees detailed to an unestablished position shall be furnished with statements of duties at the time of assignment to the detail.

Section C:

In accordance with D.C Code § 1-611.01, the Agency agrees to support the principles of equal pay for equal work. Equal pay for equal work claims may be appealed by the Union through the procedures outlined in the grievance and arbitration provision of this agreement. Classification claims are not subject to the grievance and arbitration provisions of this agreement. Such claims must be appealed through the procedures outlined by District Personnel Manual.

ARTICLE 7
TRAINING, CAREER DEVELOPMENT AND UPWARD MOBILITY

Section A:

Consistent with employee development it is the Agency's intention to provide training and career development opportunities for bargaining unit employees for the purpose of developing and maintaining their skills so that they may perform at the highest possible levels in their positions and advance in accordance with individual potential and abilities.

Section B:

1. The Agency will offer to assist employees in implementing individual career development plans by providing easy access to information on training opportunities, publicizing current training programs, advising employees of requirements needed to enter training programs, scheduling training and making resources available to cover approved expenses for training subject to budgetary considerations.
2. The Agency shall distribute to all bargaining unit employees training programs offered by or through the Agency. The Agency also agrees to publicize external career related training and education opportunities that it is aware of.
3. Employees shall be given reasonable opportunities to discuss training needs and/or opportunities with their supervisors and/or other Agency or Personnel officials.

Section C:

1. Requests for training and educational opportunities shall be acknowledged within 2 days, and processed promptly.
2. A record of satisfactorily completed training courses may be filed by each employee in their Official Personnel File.
3. When an institution of higher learning provides for accreditation of on-the-job experience, upon the employee's request the Agency shall submit verification of such experience.

Section D:

1. The Parties recognize the importance of career development, training and upward mobility. The Labor-Management Committee established in this Agreement shall, on a periodic basis perform the following functions:
 - a. Review existing policies and practices, with respect to training and career development and recommend changes in existing programs;
 - b. Recommend the adoption of new programs, policies and practices; and
 - c. Review and offer comments on programs proposed by the Agency.
2. Any upward mobility plan or recommendations submitted to the Director by the Committee shall be given careful consideration and the Committee shall be informed within a reasonable period of time of the status of its recommendations.

ARTICLE 8
SAFETY AND HEALTH

Section A:

The Agency shall provide the employees with reasonably safe and healthy working conditions in accordance with the D.C. Official Code, §§1-620.01 through 1-620.08 (2001 Ed.). It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

- a. Protective devices and protective equipment shall be provided by the District and shall be used by all employees when required, unless otherwise deemed unsafe.
- b. Employees shall not be required to work alone in areas where their health and safety would be endangered by working alone.

- c. Employees shall not be required to operate equipment that has been determined unsafe to use when, by doing so, they may injure themselves or others.

Section B:

The Agency shall ensure that training is available, in cardiopulmonary resuscitation (CPR) and first aid at the employee's request. The Agency shall provide first aid kits for each level of the Agency's facility. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union. The Agency, the Union, and the employees will cooperate in ensuring that all first aid kits are maintained. The Agency shall promptly contact outside emergency medical or other appropriate employee services when an emergency occurs which warrants this type of assistance.

Section C:

The Agency agrees to maintain clean, sanitary and stocked restroom facilities for bargaining unit employees.

Section D:

1. The Agency agrees to maintain the work place and its equipment in good condition. Deficiencies in this area shall be discussed and brought to the attention of the appropriate authority, and addressed consistent with the applicable rules and regulations.
2. The Union and the Agency shall make every effort to prevent accidents of any kind. If accidents occur, the prime consideration will be the welfare of the injured employee. As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or his/her co-workers. The supervisor must report injuries to the Agency's Risk Management Officer. A continuous review of security/safety measures shall be the joint responsibility of Management and the Union.

Section E:

When an employee identifies what she/he believes to be an unsafe or unhealthy working condition, the employee shall notify his/her supervisor, who shall investigate the matter and take prompt and appropriate action. If an unsafe or unhealthy condition is determined to exist by the supervisor, the affected employee(s) may not, on a case-by-case basis, be required to perform duties in the affected area. During this period, the supervisor may require the employee(s) to perform their duties in another work area or to perform other duties outside the affected area.

Section F:

When the Agency is aware of a workplace inspection or investigation which is conducted by an Agency safety representative or by an outside agency, such as Office of Risk Management, O S H A or NIOSH, in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity to participate, to the extent permitted by the investigating agency, and to provide information as to issues of concern to bargaining unit employees. During the course of any such inspection or investigation, any employee may bring to the attention of the inspector any unsafe or unhealthy working condition.

Section G:

Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthy working condition or practice, assisting in the investigation of such conditions, or for participating in any occupational safety and health program and activities.

Section H:

The Agency shall prepare and post instructions to evacuate the building in case of emergency at all Agency locations where bargaining unit employees are assigned. The Agency shall take appropriate action to ensure that employees are familiar with the proper means of leaving the building during a suspected fire bomb threat or other emergencies that require the evacuation of the premises.

Section I:

Within space limitations, the Agency agrees to provide an employee lunchroom which may be used by employees during their lunch period. If this is not possible, Management shall identify space in which employees may eat lunch.

Section J:

The Agency and the Union mutually recognize the need for protection of employees from assault and intimidation at the work place and will work cooperatively towards that end. The Parties agree that mutual respect between supervisors, employees, and co-workers is integral to the efficient performance of the Agency. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. The Parties agree to work cooperatively to prevent and end this kind of treatment.

Section K: Wellness Program

The Parties agree that the wellness of employees can reduce healthcare cost and improve attendance and work productivity. Utilizing the DCHR Wellness Program, reasonable efforts

will be made by the Agency and the Union to promote wellness habits such as increased physical activity, healthy diets and ongoing mental health activities.

Section L: Traumatic Incidents/Stress Defusing

The parties agree that it is in the best interest of the Agency and the employee to allow employees to defuse after dealing with traumatic incidents associated with the performance of their official duties. Therefore, the parties agree to develop a defusing policy during the parties' labor management cooperation committee.

Section M: Employee Assistance Program

1. In accordance with D.C. Official Code § 1-620.07 (3)(2001), it shall be the policy of the Agency to provide employees that have personal problems that may adversely affect their overall work performance or conduct on the job with the opportunity to participate in the Employee Assistance Program (EAP).
2. The parties acknowledge that early identification, documentation and referral of an employee for help can result in improved performance and employee morale. Though participation in EAP is not mandatory, EAP referrals will be made for employees who are experiencing personal problems including, but not limited to, issues which may adversely affect work performance or conduct on the job:
 - a. Family and marital problems;
 - b. Financial difficulties;
 - c. Emotional or mental illness; and
 - d. Substance abuse problems.

Section N: Self-Referrals

1. If an employee recognizes that he/she needs assistance and wishes to consult with an EAP counselor, the employee will request approval from his/her duty supervisor to meet with an EAP counselor during their tour of duty. Such request will not require in-depth explanation of the problems involved.
2. In cases where an employee is requesting accommodations from the Agency to complete an EAP program, the Agency may request confirmation from the EAP provider of the employee's attendance. The Agency agrees it will make every effort to grant such requests.

Section O: Agency Referrals

This type of referral shall be initiated by a manager when management recognizes that there are serious performance and or attendance problems. The manager shall refer the employee to

the EAP. The employees' record of compliance and participation in the EAP shall be released to the Agency only with the employee's consent.

Section P: Discipline

Participation in the EAP is not a prerequisite to the Agency addressing performance and/or attendance problems nor does it restrict the Agency from taking appropriate disciplinary actions in accordance with the disciplinary article of this Agreement, or any other appropriate administrative action.

**ARTICLE 9
PERSONNEL FILES**

Section A:

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the D.C. Department of Human Resources (DCHR).

Section B:

Employees shall have the right to examine the contents of their Official Personnel Folder, upon request, in accordance with regulations and procedures issued by DCHR and shall have the right to obtain copies of any and all official documents therein, subject to D.C. Official Code § 1-631.05.

Section C:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of materials placed in his/her folder.

Section D:

DCHR shall keep all arrests from the Metropolitan Police Department, fingerprint records and other confidential reports in a confidential file apart from the official personnel folder. No person shall have access to the confidential file without authorization from the Director of DCHR.

Section E:

Each employee shall have the right to present any and all information immediately germane to any material or information contained in his or her Official Personnel record. The individual's answer/response shall be attached to the material to which it relates, subject to D.C. Code §1-631.05.

Section F:

Information other than a record of official personnel action is untimely if it concerns an event more than three (3) years in the past upon which an action adverse to an employee may be based. Immaterial, irrelevant, or untimely information shall be removed from the official record upon the finding by the agency head that the information is of such a nature. Prior to the removal of any information in the file, the employer shall notify the employee and give him or her an opportunity to be heard, in accordance with D.C. Code § 1-631.05.

Section G:

The employee shall receive a copy of all material that could result in disciplinary action or may adversely affect the employee, in his/her folder in accordance with present personnel practices. Consistent with the Article, when the Agency places documents in an employee's personnel folder, the employee shall be asked to acknowledge receipt of the document. The employee's signature does not imply agreement with the material but simply indicates he/she received a copy.

Section H:

If an employee alleges that he/she was not asked to acknowledge receipt of materials placed in his/her personnel folder as provided in Section G, the employee will be given the opportunity to respond to the document and the response will be included in the folder.

Section I:

The rights of employees pertaining to their official personnel files shall be extended to apply to any employee personnel files maintained by the Agency.

ARTICLE 10
DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A:

When the Agency conducts orientation sessions for new or rehired employees, no more than sixty (60) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. The Agency and the Union shall make available electronic copies of this Agreement to management officials and bargaining unit employees respectively. The Agency will provide the union with one-week advance notice, prior to a scheduled orientation, of an employee's appointment or reappointment.

Section B:

If the Agency fails to conduct an orientation, within thirty (30) calendar days of the employee's appointment or reappointment, the Agency shall allow the Union to conduct an orientation as outlined in Section A of this Article.

ARTICLE 11
PROBATIONARY EMPLOYEES

Employees serving a probationary period shall be entitled to all rights and privileges by virtue of this agreement, excluding, appealing or grieving terminations in accordance with the provisions of the District Personnel Manual.

ARTICLE 12
REORGANIZATION

Section A:

Prior to the Agency's implementation of a reorganization, the agency shall notify the Union, in writing, thirty (30) calendar days in advance of such implementation. Upon request, the Agency shall engage in impact and effect bargaining with the Union.

Section B:

The Agency shall inform the Union upon implementation of any realignment and provide details as to any changes in the internal structure or functions of the Agency as a result of the realignment.

1. **Realignment** - An action which affects the internal structure or functions of an agency, but which does not constitute reorganization.
2. **Reorganization** - The action taken for the purposes of carrying out the objectives of Section 2 of the Governmental Reorganization Procedures Act of 1981, effective October 17, 1981 (D.C. Law 4-42; D.C. Official Code § 1-315.01 (2006 Repl.)), which results in the transfer, consolidation, abolishment, addition, or authorization with respect to functions and hierarchy, between or among agencies, and which affects the structure or structures thereof, and which is subject to adoption by legislative action, including consideration by the Council of the District of Columbia, in accordance with the Act; including but not limited to the: (1) transfer of the whole or part of an agency, or the whole or part of the functions thereof, to the jurisdiction and control of another agency; (2) consolidation of the whole or part of an agency, or the whole or part of the functions thereof, with the whole or part of another agency or the functions thereof; (3) the abolishment of the whole or part of an agency wherein such agency or part thereof does not have or will not have any functions; or (4) authorization of an officer or agency head to delegate functions vested in specific officers or agency heads not presently

authorized to be delegated, except as provided in D.C. Official Code § 1-204.22(6) (2006 Repl. & 2011 Supp.)).

ARTICLE 13
GOVERNING LAWS AND REGULATIONS

Section A:

In the event any D.C. Government-wide or Agency rules, regulations, or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail.

Section B:

If during the life of this Agreement a law or an interpretation of a law by an adjudicatory or administrative body invalidates or requires an amendment to any part of this Agreement, the Parties shall meet promptly upon request of either Party to negotiate the change.

ARTICLE 14
EMPLOYEE RIGHTS

Section A:

All persons shall be treated fairly, equitably, and respectfully in accordance with laws, rules and regulations.

Section B:

All employees shall conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day-to-day working relationships.

Section C:

Any discussions with employees concerning counseling, evaluations, workload reviews, or disciplinary actions will be conducted so as to ensure the privacy of employees. Instructions and guidance shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.

Section D:

The Agency and the Union agree that employees have the right to form, join, and assist a labor organization or to refrain from joining, organizing, or affiliating with the Union. Employees shall

not be retaliated against for the exercise of his or her rights under this Agreement, or applicable law.

Section E:

Employees shall be free from interference, restraint, coercion and discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and labor-management cooperation.

ARTICLE 15
BULLETIN BOARDS

The agency agrees to provide a reasonable amount of space on existing or new bulletin boards and in areas commonly used by employees, in reasonable locations. The Union shall use this space for the purpose of advising members of meetings and any other legitimate Union information.

ARTICLE 16
UNION REPRESENTATIONS

Section A:

One (1) Chief Steward and Two (2) Shop Stewards shall be designated by the Union (Local R3-8) and shall be accorded recognition by the Homeland Security and Emergency Management Agency as representatives for employees in the bargaining unit.

Section B:

The Union will furnish the Agency a written list of elected officials and shop stewards authorized to represent employees. NAGE will submit changes to the Agency as they occur. Recognition will be given only to those representatives whose names have been submitted to the Agency for the purpose of official time.

Section C:

Stewards and elected officials are authorized to perform and discharge the duties and responsibilities of their position as it relates to representing the employees of the Unit.

Section D:

Union representatives who are agency employees shall be permitted official time to engage in the following labor-management activities:

1. Investigation, receipt, preparation and presentation of grievances and safety issues;
2. Labor-Management and safety committee meetings;
3. Preparation and presentation in arbitration, PERB, OEA, OHR, and other applicable jurisdictional bodies;
4. Attending meetings with Agency, Mayor, City Council, Congress or official body;
5. Attending negotiation meetings as designated member of team or acting as alternate for absent member;
6. Consulting with Agency or its representatives, other Union representative, or employees, concerning enforcement of Agreement;
7. To attend training or other activities to further the interests of improving the Labor-Management relationship; and
8. Travel to any of the activities listed above.

Section E:

The term "Official Time" as used in this agreement shall mean an approved absence from duty by a recognized union official during regular hours of duty without loss of regular or premium pay and without charge to annual leave, sick leave or compensatory time, for official union business.

Section F:

Request for official union time will be made in advance on the Official Time Form. Official time must be requested and approved through the division manager or designee. Designated representatives will request release from their division manager or designee. The Union agrees to comply with all leave requirements as outlined in this agreement when official time is not being used.

Section G:

1. Requests by Stewards to meet with employees or requests of employees to meet with Stewards shall not require prior explanation to the division manager of the problems involved other than to identify the area to be visited, and the general nature of the Union business to be conducted.
2. The Union and employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. The Division Manager may deny access based on workload or staffing reasons, but will

provide access at the earliest feasible opportunity. The Agency agrees that, while discretion for release lies with the employee's Division Manager, such permission for release shall not be unreasonably delayed.

Section H:

A Union representative, when leaving work to transact permissible official union business as defined by this Agreement during work hours, first shall request permission and receive approval from his/her Division Manager. If no reply is received from the Union's representative's division manager, the request for official time shall be deemed approved. The employee must submit the attached "Official Time Form" each pay period to memorialize the use of approved official time for time and attendance accounting.

Section I:

1. Upon entering a work area other than his/her own, the Union representative shall advise the appropriate division manager of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area but not to meet with a bargaining unit member, he/she must notify the appropriate division manager upon arrival.
2. Non-employee union representatives must give one (1) hour of advance notice prior to entry into any Agency facility to conduct union business. Said notice must be provided to the Agency Labor Liaison or his/her designee.

Section J:

1. A one year trial period will be established to quantify the amount of official time that will be granted by HSEMA to NAGE to conduct official union business during work hours. During this trial period, the Agency agrees to provide the Union with 416 hours of official time annually to be used in the calendar year for the purpose of conducting union representational duties that are directly related to HSEMA bargaining unit members' terms and working conditions. The hours may be distributed by the Union President as deemed necessary. If it becomes necessary during this trial period for the use of more than the 416 official time hours, additional official time may be granted on a case-by-case basis. Reasonable request for official time beyond the 416 hours will not be unreasonably denied. During this trial period, labor management, safety committee meetings or meeting requests initiated by management will not count against official time hours.
2. Upon conclusion of the trial period, the Agency and the Union agree that the undisputed number of official time hours used during the trial period will be the annual allotment for the duration of the contract.

Section K:

The Union may select five (5) employees from the list of written elected officials and shop stewards who will each receive up to 40 hours of official time annually for the purpose of training to enhance labor management relations. The Union will provide 14 days' notice when requesting such leave. The Agency will respond to this request within seven (7) days.

Section L:

The Union agrees that grievances should preferably be investigated, received, processed and presented at a time when Agency performance standards will not be compromised unless otherwise authorized. The Agency will not prevent Union representatives from representing employees at reasonable times consistent with the provisions of this Agreement.

Section M:

The Agency shall make every reasonable effort to notify the Union and the steward no later than 14 working days prior to placing Union representatives on details or making shift changes. In no case shall such action be taken as a means of retaliation.

ARTICLE 17
UNION SECURITY AND UNION DUES DEDUCTIONS

Section A:

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

Section B:

1. 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.
2. The employee's authorization (D.C. Form 277) shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB).

Section C:

Each employee's Union dues and service fees shall be transmitted to the Union, minus \$0.10 to the OLRCB for the administrative costs associated with the collection of said dues and service fees.

Section D:

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

Section E:

1. 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.
2. The union shall be solely responsible to providing notice of the service fee to bargaining unit employees who are not members.
3. The Union shall notify the Employer of the pro-rata amount to be paid for service fees should it result in a change in service fees payable by any unit member. The Union shall adhere to all applicable laws in this regard.

Section F:

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

ARTICLE 18
CONTRACTING OUT

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the Agency and the Union. When there will be adverse impact to bargaining unit employees, the Employer shall meet with the Union within 60 days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Agency agrees to abide by appropriate District regulations regarding contracting out.

ARTICLE 19
VACANCY ANNOUNCEMENTS

Section A:

All vacancy announcements for positions covered by this Agreement shall be distributed via email and posted on all bulletin boards within the Agency for a minimum of ten (10) calendar days and posted on the District's web site.

Section B:

Employees must submit an application in the manner outlined in the announcement to be considered. The Agency will notify all unsuccessful candidates in the bargaining unit of their non-selection within 30 working days, by email, after the selection has been made.

Section C:

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

Section D:

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.

Section E:

The Union president or designee shall be provided with a copy of all vacancy announcements in the Agency by email.

ARTICLE 20
REDUCTION IN FORCE

Section A:

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

Section B:

The Parties agree that an employee identified for separation from his or her position through a reduction-in-force action may appeal his or her separation only in accordance with D.C. Official Code § 1-624.08. A reduction-in-force action is not a grievable matter under this Agreement.

Section C:

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

Section D:

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

ARTICLE 21
SCHEDULING/ HOURS OF WORK

Section A:

Except when the HSEMA director determines that activation is necessary, the working hours in each day in the basic workweek shall be the same.

Section B:

1. Work schedules showing the employees shift, work days and hours shall be posted and made known to the employee.
2. Work schedules shall be established for employees who are assigned in a twenty-four hour operational unit and are required to work on Saturday and/or Sunday as part of their regular workweek. These schedules will be followed when scheduling bargaining unit employees to their various tours of duty, which shall be consistent with DC law. Work schedules for employees assigned to these units shall be made known to the employee.

Section C - Changes in Work Schedule:

Prior to any changes to the employee's work schedule, the employer shall provide the employee with a 14 day written notice, absent emergencies or activation. The employer will also furnish the employee with the reason(s) for the change in the work schedule.

Section D:

An employee's schedule shall not be changed for brief periods of time or on short notice for the sole purpose of avoiding the payment of overtime.

Section E:

When an employee is required to attend a mandatory training, off duty, he/she shall be compensated. The compensation may consist of overtime, compensatory time or an additional day off. However, prior to the training, the employee and his/her supervisor shall determine the compensation the employee will receive.

Section F - Rest Periods:

1. Employees will be provided a break every 4 hours, one of which will be an unpaid 30 minute lunch break.
2. Employees will be provided with one additional 15 minute break for every (2) hours worked beyond the regular tour of duty. The same principle shall apply for overtime.

ARTICLE 22
ADMINISTRATION OF
LEAVE

Section A - General:

In an effort to provide the Union with an opportunity to counsel employees with attendance issues prior to the issuance of a leave restriction letter or letter of warning, the employer shall provide as applicable to the Union President or his or her designee with a list of employees suspected of abusing sick leave, employees with excessive or unscheduled emergencies or employees who are continually late for duty. The Union President shall provide the Agency a current list of authorized representatives to participate in this activity. Upon receipt of the list, the union official and/or steward shall counsel those employees in an effort to educate them regarding attendance problems and or issues. This procedure will not prevent corrective or adverse action when deemed necessary by the Agency.

Section B - Annual Leave:

1. Employees may submit leave at any time during the calendar year.
2. The employee shall request annual leave from the division manager or designee. Agency 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. Leave previously approved will not be cancelled or rescheduled by the Agency without a good and sufficient reason, which shall be in writing in the remarks section on the DCSF-71.
3. Any normal requests for accumulated annual leave must be submitted on a DCSF-71 to the division manager or designee. Requests for three (3) days or less shall be

requested at least two (2) days in advance. Requests for annual leave in excess of four (4) days or more shall be submitted at least four (4) days in advance. The duty supervisor or designee shall respond to the employee leave requests no later than twenty-four (24) hours after receipt of the request for leave or the end of the employees next working day.

4. An alternative or compressed work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as the employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.
5. It is the responsibility of the employee to notify his/her supervisor of the need for emergency leave prior to the start of his/her tour of duty. Call in for emergency annual leave shall be at the earliest practical time, in no event less than one hour prior to the start of the shift; and will state the reason for the requested leave and the expected duration. 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 end of the employee's tour of duty. Every effort will be made to make direct contact with the supervisor prior to the end of the employee's tour of duty.
6. 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 on the same day and staffing requirements prevent the granting of all such requests, the conflict shall be resolved on the basis of employee seniority as determined by service computation data.
7. Employees shall receive a lump sum payment for all annual leave not used at retirement, resignation or separation in accordance with District Personnel Manual.
8. The Agency staffing needs shall be considered when approving leave. All requests for annual leave shall be approved in a fair and equitable manner.

Section C - Sick Leave:

1. Accrued sick leave shall be granted to employees incapacitated by illness and unable to perform their duties. Sick leave may also be used by employees to care for immediate family members in accordance with D.C. Official Code § 32-501. Immediate family members will be recognized as defined in D.C. Official Code § 32-701 (2001 Ed.). Employees shall request sick leave as soon as possible on the first day of sickness.
2. To the extent possible, 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.

3. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three (3) workdays of continuous duration or the employee is on sick leave restriction. However employees may submit medical certificates for sick leave occurrences that are less than three (3) days in duration, management will accept such slip and properly document the submission of a medical certificate for the occurrence.
4. In cases of serious disability or ailment, advance sick leave may be granted to permanent employees in amounts not to exceed 240 hours.
 - a. The request must be in writing and must be supported by an acceptable medical certificate.
 - b. All available accrued and accumulate sick leave must be exhausted. The employee must use annual leave he/she might otherwise forfeit.
 - c. The request should be denied only if the requirements of (a) and (b) are not met or there is reason to believe that the employee will not return to duty or may not be able to repay the advanced leave.

Section D - Maternity Leave:

Maternity leave shall be granted to pregnant employees upon request. Maternity leave may be any combination of accumulated leave and leave without pay. Employees requesting maternity leave should provide reasonable advance notice to their supervisors and state how much leave they are requesting.

Section E - Paternity Leave:

Paternity leave, including for a legal guardian, shall be granted for a period of up to two (2) weeks following the birth of a child (natural, adopted and foster child). An employee requesting Paternity Leave shall be given priority consideration over the provisions as contained in Section B -Annual Leave.

Section F - Family and Medical Leave:

The agency shall grant employees FMLA leave in accordance with D.C. Official Code § 32-501 et seq. (2006). Employees are entitled to apply for both D.C. FMLA and federal FMLA as outlined in the applicable rules and regulations thereof.

Section G - Leave without Pay:

An employee may be granted leave without pay, up to one (1) year, in the event of serious illness and upon expiration of accumulated sick leave in accordance with the provisions of the District of Columbia Personnel Manual (DPM), Chapter 12, Part II, Subpart 5.

Section H - Leave for Donating Blood :

Employees shall be granted paid leave not to exceed four (4) hours on any one occasion per year for the purpose of donating blood.

Section I - Court Leave:

Employees shall be granted leave of absence with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District of Columbia government, or Federal or a State or Local Government. A night-shift employee who performs jury or witness service during the day shall be granted court leave for his or her regularly scheduled night tour of duty.

Section J - Funeral Leave:

Bereavement leave shall be granted in accordance with the Compensation Units I & 2 Agreement.

Section K: SWAP:

For the purposes of this agreement a SWAP is defined as: A voluntary exchange of tours of duty between employee(s) with like qualifications and/or skill set. Request for a swap must be submitted to the employee(s) division manager or designee on the designated swap form. Such request must be submitted at least one (1) week in advance and must take place within the same work week. SWAPS must not result in a negative impact on the agency.

ARTICLE 23
DISCIPLINE

Employees shall be disciplined for cause in accordance with Chapter 16 of the District Personnel Manual. Discipline shall be administered in a fair and equitable manner, so as not to create an unreasonable delay. Discipline shall be appropriate to the circumstances and shall be corrective rather than punitive in nature, and shall reflect the severity of the infraction.

Section A:

1. Employees have the right to advance notice where appropriate, and an opportunity to respond to proposed discipline pursuant to the provisions of Chapter 16 of the DPM.
 - a. **Admonition** – any written communication from a supervisor or manager to an employee up to but excluding, an official reprimand, that advises or counsels the employee about conduct or performance deficiencies, and the possibility that future violations will result in corrective or adverse action.

- b. A corrective action shall be an official reprimand, or suspension of less than ten (10) days.
 - c. An adverse action shall be a suspension of ten (10) days or more, a reduction in grade, or removal.
 - i. In the case of a proposed corrective action, employees shall receive an advance written notice of ten (10) days.
 - ii. In the case of a proposed adverse action, employees shall receive an advance written notice of fifteen (15) days.
2. The Agency shall take action only in accordance with the progressive discipline table of offenses as contained in the Table of Penalty Guide as approved by the District of Columbia Department of Human Resources.

Section B:

1. Employees have the right to contest adverse actions through either the Office of Employee Appeals (OEA) or the negotiated grievance procedures. Corrective actions may only be contested through the grievance procedure. An employee is deemed to have elected his or her forum at the time of filing. Once the employee has selected the forum, the selection cannot be changed.
2. Should the employee elect to appeal the action to OEA, such appeal shall be filed in accordance with OEA regulations.
3. Should the employee elect to grieve under the negotiated grievance procedure, the grievance must be filed pursuant to the Grievance and Arbitration article of this contract.

Section C:

1. An employee or the employee's representative shall be provided up to four (4) hours of administrative leave to prepare for his/her response to a proposed corrective action, and up to eight (8) hours of administrative leave to prepare for his/her response to a proposed adverse action.
2. If the Agency has reason to counsel an employee, it shall be done so as not to unnecessarily embarrass the employee before other employees or the public.
3. At any investigatory interview which the employee reasonably believes may result in discipline, an employee may request to have a Union representative present at said meeting. Such requests shall not be denied.

Section D:

The Agency should consider, in appropriate cases, referring to EAP employees who are experiencing problems that adversely affect their overall work performance, and whether referral is warranted to assist the employee in improving his or her work performance and/or attendance. Participation in the EAP is not a prerequisite to the Agency addressing performance and/or attendance problems nor does it restrict the Agency from taking appropriate disciplinary actions in accordance with the disciplinary article of this Agreement, or any other appropriate administrative action.

ARTICLE 24
GRIEVANCE/ARBITRATION PROCEDURES

Section A:

1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.
2. Therefore, the Agency and the Union retain the right to settle any grievance in the enforcement of *this* Agreement through and including Step 4 of the grievance process. The Agency shall ensure that all settlements reached with respect to grievance resolution shall be implemented.

Section B:

A grievance is a complaint by any *unit* employee, the Union or Agency that there has been a violation, misapplication or misinterpretation of:

1. This agreement
2. A violation or misapplication of appropriate term(s) and condition(s) of the Compensation Agreement for Units 1 & 2.

Section C - Presentation of Grievance:

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

Categories of Grievances:

1. **Personal:** A grievance of a personal nature requires signature of the aggrieved employee at Step 1 even if the grievant is represented by the Union.
2. **Group:** If a grievance involves a group of bargaining unit employees within the Agency, the grievance may be filed by the Union on behalf of the group of employees at the appropriate step of the grievance procedure where resolution is possible. When filed by the Union, the grievance must be signed by the Union President or his or her designee. Such designation must be in writing and signed by the President. A group grievance must contain all information specified in Step 1 of the grievance procedure and be signed by each member of the group.
3. **Class:** A grievance involving all the employees in the bargaining unit must be in writing and filed and signed by the Union President or his or her designee; such designation must be in writing and signed by the President. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 1 of the grievance procedure.

Section D:

In the event that an individual grievant, group or class is not represented by the Union, the Union shall be given the opportunity, pursuant to advance notification, to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or adjustment, decision or response made by the Agency must be sent to the Union.

Section E- Procedure:

The Parties agree that in the event of the emergency operating center of National Special Security Event (NSSE) designated by the Department of Homeland Security activation, the timelines set forth in the section E, Steps one (1) through four (4) will be suspended during the time of the activation.

Step 1:

The aggrieved employee and, should the employee so elect, a Union representative, shall present the grievance in writing to the division manager, or designee within ten (10) business days of the occurrence of the event giving rise to the grievance, or within ten (10) business days of the employee's or Union's knowledge of such event. The division manager, or designee shall make a decision on the grievance and reply to the employee and his/her

representative within ten (10) business days after written presentation of the grievance. The grievance at this and subsequent steps shall contain:

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

Step 2:

If the grievance is not settled, the employee with or without his/her Union representative, shall submit a signed, written grievance to the Agency Labor Liaison within ten (10) business days following the Division Manager's written response or the date said response was due.

The Agency Labor Liaison shall submit a signed, written response to the employee or his/her representative within (10) business days of its receipt.

Step 3:

If the grievance remains unsettled, the grievance shall be submitted to the Agency Director or his or her designee within 15 business days following receipt of the Step 2 response or the date said response was due. Within 15 business days of the Step 2 grievance the Director or his/her designee may meet with the aggrieved employee and his/her representative to attempt to resolve the grievance or respond in writing. When the meeting occurs, the Director shall respond in writing to the employee and his/her representative within 15 business days following the Step 3 meeting.

Step 4:

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

Section F:

Should the grievance, at any time, not contain the required information, the grievant shall be so notified in writing and given five (5) working days from receipt of notification to resubmit the grievance.

Section G:

If the agency fails to provide a response as outlined in the aforementioned steps of the grievance procedures, the union or employee may proceed to the next step of the grievance process, and take the failure to provide a response as a denial of the grievance.

Section H - Grievance Mediation:

The purpose of this Grievance Mediation procedure is to provide, a method by which the parties may mutually reach satisfactory solutions to grievances prior to the invocation of arbitration. The parties recognize the necessity of carefully considering the circumstances of the particular grievances in deciding whether to utilize this procedure. This procedure, while broadening the channels of grievance resolution, must comply with District of Columbia laws, rules, regulations and the negotiated grievance procedure and shall only be invoked upon mutual agreement of the parties in writing on a case-by-case basis.

1. Selection-Should the parties fail to resolve the grievance utilizing the grievance procedure set forth above (Section G), the parties may, within ten (10) workdays after the Union's request for arbitration pursuant to Step 4 of the grievance procedure, mutually agree to utilize the mediation process as set forth below.
 - a. A joint request shall be submitted to the Federal Mediation and Conciliation Services (FMCS) or other appropriate authority that provides grievance mediation services, with which the parties jointly agree. The mediator selected must have demonstrated expertise in public sector labor relations and in grievance mediation.
 - b. The mediation session(s) must commence within thirty (30) days of the Agreement to mediate and must conclude prior to the date scheduled for the start of the arbitration requested pursuant to the procedures established in Section D of this Article.
2. Mediation Procedure:
 - a. Each party shall have representation at the mediation session.

- b. The grievant(s) shall be present and participate at the mediation session. In the case of a class or group grievance, a maximum of three (3) of the aggrieved of a class or group grievance shall be present as representatives of the class or group.
- c. Mediation sessions shall be informal. The rules of evidence shall not apply.
- d. The mediation session shall be confidential. No record of the session shall be made.
- e. During the session, the mediator may meet individually or jointly with participants, however, he/she is not authorized to compel or impose a settlement.
- f. The mediation session shall not exceed one (1) day unless the parties agree otherwise.

3. Mediation Conclusion:

- a. The parties shall sign their respective copies of any Settlement Agreement as a result of mediation.
- b. Should both parties accept the settlement, it shall not have precedent- setting value unless mutually agreed to on a case-by-case basis. Absent mutual agreement neither party may cite any settlement achieved through mediation in any other proceeding.

Section I - Arbitration:

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 disciplinary actions.

Section J:

Within 30 days of the decision of the Agency Director on a disciplinary action as the final Agency Action, the Union, on behalf of an employee, may advance the matter to arbitration.

Section K: Selection of an Arbitrator:

Except in cases of mutual agreement as to the appointment of an arbitrator, the party demanding the appointment of an arbitrator may file with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS). The AAA or FMCS shall be requested by the party demanding arbitration to provide a list of at least seven (7) arbitrators from the sub-regional Washington, D.C. metropolitan area from which an arbitrator shall be selected after receipt of the list by both parties. When either party requests a panel, the FMCS or AAA shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The Party requesting the

panel shall bear the fees associated with the panel request and any initial administrative fees. Both the Employer and the Union may strike three (3) names from the *list* using the alternate strike method. The party requesting arbitration shall strike the first name.

Section L:

If, before the selection process begins, either party maintains that the panel of arbitrators is unacceptable, a request for a new panel from AAA or FMCS shall be made. Subsequent requests can be made until the parties receive an acceptable panel.

1. Either party may dispute that a valid collective bargaining agreement exists between the parties or that the substantive matter in dispute is not within the scope of the collective bargaining agreement.
 - a. The Parties agree that under the current law in the District of Columbia, the substantive issue of whether a particular subject matter is subject to arbitration under the parties CBA is an issue for judicial determination. The threshold issue of arbitrability is within the exclusive jurisdiction of the District of Columbia Superior Court. *See, Washington Teachers' Union Local #6, et al v. District of Columbia Public Schools, 77 A.3d 441 (D.C. 2013).* If legislation is passed changing the law or *Washington Teachers' Union* is overturned by the court, the Parties agree to immediately re-visit and re-negotiate this provision in order to determine the appropriate process for establishing arbitrability under this agreement. Disputes regarding whether a matter is or is not substantively arbitrable under the Parties' CBA will be decided under the rules outlined in D.C. Official Code §16-4407.
 - b. If a Party asserts a matter is not substantively arbitrable and a Party files to compel or stay arbitration under the D.C. Official Code § 16-4407, the unsuccessful Party at Superior Court shall pay the filing costs/fees for filing in superior court of the successful Party.
2. Hearings shall be held in the Office of Labor Relations and Collective Bargaining Negotiation Center or another mutually agreeable location. If any additional costs are involved, they shall be borne equally by the parties.
3. The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to consolidate grievances.

4. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
5. The hearing shall not be open to the public or persons not immediately involved.
6. Witnesses shall be sequestered upon request of either party.
7. Either party to the arbitration has the right to have a verbatim stenographic record made at its own expense. The expense may be shared upon mutual agreement in advance of the hearing. The stenographic company shall provide the Arbitrator a copy of the record. Stenographic records are not producible pursuant to a request by either party unless that party has paid for all or part of the cost of said record pursuant to a mutual agreement. If the Union intends to share the cost of the record of the hearing it must notify the Office of Labor Relations and Collective Bargaining at the time of scheduling the hearing.
8. The parties shall attempt to submit a written joint statement of the issue or issues to the arbitrator, and if not, shall each submit separate statements.
9. The parties shall exchange witness lists in writing five (5) days prior to the date the hearing is commenced. District employees will be on-call and will be released to testify as requested by either party.
10. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusions within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later.
11. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award to the issue(s) presented. The Arbitrator's award shall not conflict with any provision of applicable law. The arbitrator shall not retain jurisdiction of the case once his or her decision is issued.
12. The arbitrator shall have full authority to award appropriate remedies consistent with law.
13. The arbitrator's award shall be binding upon both parties.
14. A statement of the arbitrator's fee and expenses shall accompany the award. The fees and expenses of the arbitrator shall be borne equally by the parties.

Either party may appeal the arbitrator's award in accordance with applicable law and regulations.

Section M: General:

1. All time limits shall be strictly observed unless the parties mutually agree to extend said time limits.
2. The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(s) shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, all unit employees required to be present shall be excused with pay for that purpose.
3. If either party considers a grievance to be either substantively or procedurally non-grievable or non-arbitral, that party shall so notify the other party prior to the date of the hearing.
4. A party does not waive its rights to present procedural defenses by failing to raise the issue before the start of the arbitration hearing.

ARTICLE 25
DISTRICT PERSONNEL MANUAL

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

ARTICLE 26
FACILITIES AND SERVICES

The Agency agrees to the use of its facilities for meeting purposes for the union subject to the following conditions:

1. The use of facilities will not involve any additional expense to the District Government other than the normal expenses which are incurred for items such as heating and lighting.
2. The Union will request in writing the use of D.C. Government facilities for the purpose of Union meetings no later than five (5) working days in advance of requested meeting date. The Agency will reply within two (2) working days of initial request.

3. The Union recognizes its responsibility in using District facilities to observe all applicable security and public safety regulations and to conduct its meetings in an orderly manner so as not to interfere with normal work operations, and assumes responsibility for all damages to District property occasioned by their use, and agrees to leave the facility in a clean and neat condition.
4. The employer agrees to provide the union with an office of a size to accommodate a desk, one (1) computer with access to a printer, two (2) chairs, a file cabinet, a telephone, for the purpose of conducting union business. The office will lock.

ARTICLE 27
DETAILS AND TEMPORARY PROMOTIONS

Section A:

A detail is the temporary official assignment of an employee to a different position or duties.

Section B:

1. An employee may be detailed to another position to meet a temporary employment need for a period of not more than 120 days to an unestablished position or 240 days to an established position.
2. Employees detailed to perform the duties of a higher graded position for 60 or more consecutive days, shall receive the pay of the higher graded position, effective the first pay period which begins on or after the 61st day.
3. The applicable rate of pay will be determined by application of D.C. Government procedures concerning grade and step placement for temporary promotions.
4. An employee on detail to a lower graded position shall maintain the pay for his/her original position.

Section C:

This provision shall not apply to training programs.

Section D:

Details shall not be made as a means of retaliation.

ARTICLE 28
SAVINGS CLAUSE

Section A:

1. In the event any 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 specified 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.
2. This collective bargaining agreement represents the complete agreement between the Parties for the term and cancels and supersedes any and all previous agreements entered into between the Parties.

ARTICLE 29
CAREER LADDER

Section A:

Career ladder is defined as a series of positions in the same line of work whose duties increase in difficulty from the entrance level to the level established as full performance. Employees may be promoted in it without further competition until reaching the full-performance level. Although initial competition covers the entire career ladder, such promotions are not guaranteed. The following requirements must be met each time such promotion is made:

1. Time in grade;
2. Demonstration to the satisfaction of the supervisor the ability to perform at the next higher level;
3. Meeting appropriate minimum qualifications, including selection criteria; and
4. There shall be a demonstrated need for the higher-level work to be performed.

Section B:

An employee may receive successive career ladder promotions until he/she reaches full performance level in a career ladder series, after meeting the qualifications required for each level

ARTICLE 30
NEW TECHNOLOGY

Section A:

Both parties recognize the exclusive rights of management to acquire and implement new technology. The Parties recognized management's obligation to provide the Union with advance notice, and if requested, the Unions right to engage in impact and effects bargaining.

Section B:

The Agency agrees to provide written notice to the union to include a description of the new technology and the approximate timing for implementation.

Section C:

Prior to implementation of any new technology that has a substantial impact on the terms and working conditions of bargaining unit employees, the Union upon request, shall be provided with the opportunity to engage in impact and effect bargaining. Impact and effect bargaining will not delay the implementation of the new technology.

Section D:

The Agency shall provide appropriate training to all bargaining unit employees impacted by the new technology. If possible, the training shall be conducted during the employees' regular tours of duty. If such training cannot be conducted during the employees' regular tour of duty, the employee shall be compensated in accordance with the Compensation Agreement for Compensation Units 1 & 2.

ARTICLE 31
SENIORITY

Section A:

Seniority is defined by an employee's length of continuous service in a position, for the purposes of this Agreement only. Seniority may be considered in making decisions about shift changes, leave approvals and other working conditions. Seniority determinations shall be made in the following order:

1. Time in position;
2. Employees hired on the same day shall use alphabetical order of surname; and
3. Service computation date.

Section B:

An employee(s)' continuous service shall be broken by voluntary resignation, discharge for cause or retirement. If an employee returns to his former, or comparable, position within one year, the seniority he had at the time of his/her departure will be restored but he/she shall not accrue additional seniority during his/her period of absence.

Section C:

The Agency shall provide the Union annually with a list of names of employees represented by the Union. The list will be in seniority order as defined by this article. The agency shall also provide the Union annually with a list of new hires in bargaining unit positions and with names of unit employees who have left the Agency since the last seniority list.

**ARTICLE 32
ADMINISTRATION OF OVERTIME**

Section A:

Overtime work shall be equally distributed among employees. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.

Section B - Anticipated Overtime:

Work that is necessary to be performed on an overtime basis that is known and can reasonably be planned for and scheduled in advance.

1. Anticipated overtime assignments shall be scheduled and posted as far in advance as practical, but no less than 24 hours in advance.
2. Employees working anticipated overtime are responsible for reporting for overtime assignments in accordance with the requirements of a regular tour of duty absent extraordinary circumstances. When such circumstances are encountered, the employee will contact the on-duty supervisor as soon as possible for the purpose of requesting an excusal.

Section C - Unanticipated Overtime:

Is work necessary to be performed on an overtime basis that is not known, or cannot reasonably be planned for and scheduled in advance. This includes, but is not limited to overtime work that cannot be scheduled in advance due to fluctuations or uncertainties in operational requirements.

1. Management shall first solicit volunteers when unanticipated overtime work is required.
2. **On duty employees** – Management will make every effort to notify employees at least one (1) hour or the earliest practical time in advance of the end of their tour of duty in cases of forced overtime. In the event a sufficient number of qualified volunteers are not available to perform the unanticipated overtime, overtime will be assigned as follows:
 - a. Unanticipated – (forced overtime) overtime work will be assigned to equally qualified employees in inverse order of seniority.
 - b. Unanticipated (Volunteers) – Overtime shall first be distributed based on the minimum skill set required of the position.

Section D - Qualified Employee:

Qualified Employee means one that possesses the required knowledge, skills and abilities necessary to perform a particular assignment. Overtime shall first be distributed based on the minimum skill set required of the position.

Section E:

When employees' services on an overtime basis are determined not to be needed prior to the start of the assignment, every attempt will be made to notify the affected employee in sufficient time to prevent the employee from reporting to duty. In the event that an employee is not notified they shall be credited a minimum of two (2) hours of overtime in accordance with the provision of the Compensation Agreement for Compensation Units 1 & 2, if subsequently sent home.

Section F:

Absent operational emergencies, employees will not be scheduled to work a combination of regular and/or overtime assignments that do not allow for eight (8) consecutive hours off-duty within each twenty-four (24) hour period. This twenty-four (24) hour period begins when the employee first reports to work (either on regular time or on an overtime basis) after an off-duty period.

Section G - Overtime Trades:

In order to mitigate potential adverse impact resulting from overtime assigned through involuntary drafts, management will approve employee requests to trade overtime assignments provided the employees involved in the trade are equally qualified to perform the trade assignment and the trade does not result in a negative impact to the agency. A trade is defined as the voluntary exchange of overtime assignments between two employees.

Article 33
TRAINING, LICENSING AND CERTIFICATIONS

Section A:

Training that is required and/or a condition of employment shall be at the expense of the Agency. If possible, the training shall be conducted during the employee's regular tour of duty. If such training cannot be conducted during the employees regular tour of duty; the employee shall be compensated in accordance with the Compensation units 1 and 2 Agreement.

Section B:

When it is determined by the Agency that employees holding certain positions are required to be certified or licensed as a condition of employment, maintaining such certificates or licensing shall be at the expense of the Agency.

ARTICLE 34
DURATION AND FINALITY

Section A:

This Agreement shall remain in full force and effect until September 30, 2017. The Agreement will become effective upon ratification by the Union and the Mayor's approval subject to the provisions of D.C. Official Code §1-617.15 (2001 Ed.). If disapproved because certain provisions are asserted to be contrary to applicable law, or if not ratified by the Union, the Parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section B:

1. The Parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter.
2. The Employer and the Union agree to waive the right to negotiate with respect to any subject matter referred to or covered in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

Section C:

In the event that a state of civil emergency is declared by the Mayor (civil disorder, natural disaster, etc.), the provisions of this Agreement may be suspended during the time of the emergency or activation.

Section D:

If either Party desires to renegotiate, renew or modify the Agreement, it will do so by giving written notice to the other Party on or before March 31 of the year preceding the September termination date. The Agreement may be rolled over for two (2) years.

Exchange of Work Days Form

1. Name of Employee _____
(wanting to swap)

a. Position _____

b. Date/Shift _____

(To be covered by the employee agreeing to take the shift).

I hereby agree to cover the date(s) listed in 2b below for the employee in exchange for him/her covering my dates listed in 1b above.

Employee's Signature

Date

I have been made aware of this swap(s) and approve it.

Supervisor's Signature

Date

2. Name of Employee _____
(covering swap)

a. Position _____

b. Date/Shift _____

(to be covered by the employee agreeing to take the shift).

I hereby agree to cover the dates listed in 1b above for the named employee in exchange for him/her covering my dates listed 2b above.

Employee's Signature

Date

I have been made aware of this swap(s) and approve it.

Supervisor's Signature

Date

APPENDIX 1

HSEMA Rules and Procedures for SWAP

- 1) Neither party can be on leave restriction.
- 2) The exchange must occur within the same week.
- 3) The parties must have like skill sets.
- 4) In the event an employee is unable to report to work as a result of unscheduled leave, he/she must be responsible in finding his/her replacement or alternate.
- 5) If a replacement/alternate cannot be identified, the employee is responsible for reporting to work and carrying out assigned duties.
- 6) If the employee fails to show he/she will be charged an Absence Without Official Leave (AWOL).
- 7) If either party is charged AWOL for failing to report on agreed upon day he/she will be restricted from participating in any future exchange of days for a 12-month period.
- 8) The parties are not utilizing the agreement as a tool for overtime compensation. If either employee has fulfilled an eighty (80) hour pay period, they cannot enter into an agreement during that same pay period.
- 9) Each employee is limited to only six (6) separate exchanges within a twelve (12) month period.
- 10) Each employee is free at the end of the sixth and final agreement during the twelve (12) month period to enter into agreement with any other interested employees that perform like skill sets.
- 11) Both parties understand that each new subsequent agreement with any new employees again is limited to only six (6) separate agreements of exchanging days within a twelve (12) month period.

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):

1	Investigation, receipt, preparation and presentation of grievances and safety issues
2	Labor-Management and safety committee meetings
3	Preparation and representation in arbitration, PERB, OEA, OHR and other applicable jurisdictional body
4	Attending meetings with Agency, Mayor, City Council, Congress or other official body
5	Attending negotiation meetings as designated member of team or acting as alternate for absent member
6	Consulting with Agency or its representatives, other Union representatives, or employees, concerning enforcement of Agreement
7	To attend training or other activities to further the interests of improving the Labor-Management relationship
8	Travel to and from any of the activities listed above

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



Lionel Sims, Director 5/23/2016

Office of Labor Relations and
Collective Bargaining



Chris Geldart, Director
Homeland Security and Emergency
Management Agency



Repunzelle Bullock, Esq., Chief Negotiator
Office of Labor Relations and
Collective Bargaining



Brian Baker, Labor Liaison
Homeland Security and Emergency
Management Agency

**FOR THE NATIONAL ASSOCIATION OF
EMPLOYEES, Local R3-08**



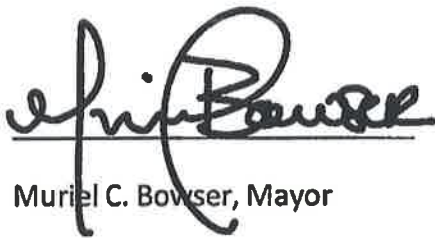
Lee Blackmon, National Representative
NAGE



David Hackney, President
NAGE Local R3-08

APPROVAL

This collective bargaining agreement between the District of Columbia Departments of Homeland Security and Emergency Management Agency and the National Association of Government Employees, Local R3-08, dated May 23, 2016 has been reviewed in accordance with §1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 25th day of May 2016.



Muriel C. Bowser, Mayor