

COLLECTIVE BARGAINING AGREEMENT
(NON-COMPENSATION)

BETWEEN

NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 2095

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 383

AND

DEPARTMENT OF MENTAL HEALTH

OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2010

23 – EMPLOYEE ASSISTANCE PROGRAM	38
24 – REDUCTION IN FORCE	39
25 – ACTING PAY	39
26 – UNIFORMS	40
27 – CONTRACTING OUT	40
28 – ADMINISTRATIVE CLOSING	40
29 – EMPLOYEE JOB PERFORMANCE, APPRAISALS, PRODUCTIVITY, AND GAINSHARING	41
30 – SAVINGS CLAUSE	42
31 – EFFECTIVE DATE, DURATION, AND AMENDMENT	42

ARTICLE 1
ACCORD OF RECOGNITION

Section 1:

This Agreement applies to: All non-professional, non-supervisory employees in the Department of Mental Health, excluding management executives, confidential employees, supervisors, non-professional employees of the Construction, Electrical, Mechanical; Preventive Maintenance, Garage, and Fabric Care Sections, any employees engaged in personnel work in other than a purely clerical capacity or employees engaged in administering the provisions of the Comprehensive Merit Personnel Act.

Section 2:

The Unions are jointly certified by the Public Employee Relations Board (PERB) for the purpose of bargaining. Each Union is responsible for exclusive representation of employees in its designated unit and as such, is entitled to act in the interest of those employees without discrimination and without regard to membership.

Section 3:

Issues involving unit definition and its scope may be referred by either party to the Public Employee Relations Board for resolution under appropriate procedures.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1:

Management Rights in Accordance With the Comprehensive Merit Personnel Act (CMPA). D.C. Code Section 1-617.08 of the CMPA establishes management rights as follows:

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

- (1) to direct employees of the agencies;
- (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,

Section 5:

The Employer agrees to provide the Unions with a reasonable number of copies of the Affirmative Action Plan. Additionally, the Employer will provide a copy of the EEO complaint procedure to an employee upon his/her request.

Section 6:

The Employer and the Unions will respect an employee's right to file a formal discrimination complaint under the EEO Complaint Processing Procedure. It is understood that prior to filing such a complaint, an employee must consult an EEO Counselor and follow the prescribed counseling procedure.

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

Section 7:

An employee should contact any EEO Counselor at the DMH on a potential EEO complaint. The Employer will publicize the names of these counselors, indicating how they may be contacted.

Section 8:

Final selection and appointment of EEO Counselors is a higher-level agency management responsibility. Management will appoint and train EEO Counselors selected from a list of nominees. However, the Employer agrees that the Union has a right to submit names of unit employees to the Employer for consideration. Further, the Employer agrees to consider these nominees, using the same criteria as are used for any other nominees. The Department will notify the Union of those Union nominees forwarded. The Union will be notified of the names of employees selected as EEO Counselors.

Section 9:

It is understood that official time for preparation and presentation of a discrimination complaint shall be in accordance with applicable EEO regulations. Grievances concerning the application of these provisions shall be considered by the appropriate administrative agency having jurisdiction over the matter.

Section 10:

Upon request the Unions will be provided a copy of the most recently compiled DMH statistical report on EEO.

Section B - Classification:

An employee in the bargaining unit may discuss and review his/her job classification in terms of title, series, grade or description with the appropriate supervisor and the Division of Human Resources.

Prior to an employee appealing his/her classification, the employee may request a desk audit.

The employee may appeal the classification of his/her position to the Director of Human Resources as provided in Chapter 11 of the District Personnel Manual, or grieve his/her classification through the grievance procedure set forth in this Agreement, but not both.

Section C - Job Descriptions:

1. Every employee within the unit will be supplied with a copy of their official job description upon request.

Upon request, the Union/employee will be supplied with a copy of each job description when needed for a grievance or classification appeal.

Employees will be informed of any changes in their job description affecting their position prior to implementation.

2. Each job description shall specify the major duties and responsibilities of the position. When the phrase "other related duties as assigned" is included in a position description, and the employee believes that such assignment adversely affects his/her title, grade and series, the employee will have the right to appeal or grieve but not both through the Division of Human Resources.

Section D - Bond and Charity Drives:

Employee participation in bond and charity drives will be strictly voluntary.

ARTICLE 5
UNIONS REPRESENTATION

Section 1:

The Unions shall be given the opportunity to be represented at formal discussions between the Employer and employees or employee representative concerning implementation of this contract.

Section 2:

The Unions may designate up to a total of 20 Stewards (who may also be officers of the Unions) who will be empowered to process and settle grievances with the Employer. The

provided the total time thus spent is kept at a minimum. For all official time requested by a union representative, the Official Time Report Form must be completed. See Appendix 1. The original OTR should be forwarded by the supervisor to the Director, Division of Human Resources and a copy should be retained by the union representative and his/her supervisor.

Section 6:

The Union acknowledges that the Employer retains the right to change the work shifts of Union representatives. However, it is agreed that the Employer will not change work shifts so that the effectiveness of the Union will be unfairly impaired. The Employer will notify the Union President in writing, ten (10) work days in advance (except, in emergencies, less notice may be given) and, upon request, consult with the Union prior to effecting changes in work locations or work shifts (other than changes made as part of a regular shift rotation) if such changes are expected to exceed 30 calendar days.

Section 7:

Solicitation of membership, dues, or other internal business of the Union shall not be conducted during the duty hours of any of the employees concerned.

Section 8:

The Employer will give written notification to the Union of the name, grade, step, title and location of each new bargaining unit employee. Notice will be given to the Union simultaneously when department manager is notified of new bargaining unit employees.

The Union will introduce new bargaining unit employees to stewards assigned by the Union to represent their work areas. When formal Division of Human Resources orientations are held involving new bargaining unit employees, the Union shall have an opportunity to explain Union representation and responsibilities. In the event the Union is not invited to a formal orientation at the next scheduled orientation date following the bargaining unit employee's hire date, the Employer will allow the Union to meet with bargaining unit employees.

ARTICLE 6

LABOR MANAGEMENT ADVISORY COMMITTEE

Section A:

The Labor/Management meetings are established to discuss different points of view and exchange information 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. Each party shall be limited to three (3) representatives at each meeting.

A. Department-wide Labor/Management meeting will meet quarterly provided either

b. **Unscheduled Leave (Emergency Annual Leave)** -- Annual leave for personal purposes or emergency situations that the employee could not have planned for, or anticipated, in advance of the administrative workweek, that require the employee's absence from duty.

2. **Scheduled Annual Leave:**

a. **Vacation** -- Vacation request may be submitted as early as April 1, but no later than ninety (90) days prior to the commencement of the leave. In any event, an employee shall submit his/her annual leave request no later than forty-five (45) days in advance of the first day of the requested leave. Management shall have seven (7) working days to respond approving or denying the leave request. It is the responsibility of the employee to ensure the request for annual leave has been approved. If the employee does not receive a response from management regarding the approval/denial of the annual leave request, such request will be deemed denied. Supervisors will record the date of receipt of each request. Leave will be approved based on the date and time of the submission of the request. In the event conflicting requests are received on the same date, length of service will be used as a tie-breaker. Management shall post a vacation schedule monthly. It is the responsibility of the employee to verify that leave has been approved prior to commencing leave.

Only in emergency situations may the leave be changed and in such case the employee must be notified of the reason(s) for the change as soon as possible preferably prior to the commencement of their leave.

b. **Other Annual Leave** -- Employees requesting annual leave (scheduled leave) for other than vacations should request such leave in accordance with the provisions of this Article and as far in advance as practicable. Such annual leave requests will be considered in light of both the needs of the requesting employee and the needs of the unit.

3. **Unscheduled Annual Leave:**

Employees must request leave for emergency situations and personal purposes as soon as he or she becomes aware of the emergency situation or determines the needs. The supervisor will respond to the request as soon as possible and will give consideration to the needs of the employee, as well as the needs of the unit. Such requests for leave will not be denied for arbitrary or capricious reasons. The employee's supervisor may request the reason for the annual leave request, however, if the employee elects not to divulge the reason for the request, the supervisor will make the decision based on the information available.

4. **Advance Annual Leave:**

Subject to the current practice advance annual leave may be granted to the extent that such leave will accrue to the employee during the remainder of the current leave year or in the time remaining on his or her appointment, whichever occurs sooner.

- c. Employees will keep their supervisors informed of the expected date of their return to duty, providing as much advance notice as practical of a change in the expected date of their return. An employee who requests a certain amount of sick leave (i.e., eight (8) hours) is expected to call back to request additional sick leave if more is needed. Leave-approving officials (or alternates) will not arbitrarily restrict the amount of sick leave granted (i.e., no more than eight (8) hours).
- d. When an employee requests sick leave, he or she will indicate the general nature of the incapacitation (or other reason for the request) and indicate his or her estimated date of return to duty. If an employee calls in to request sick leave and is informed that no leave-approving official (or alternate) is available to take the call, the employee will leave a message that he or she is requesting sick leave, indicate the general nature of the incapacitation (or other reason for the request) and indicate his or her estimated date of return to duty.

3. Granting Sick Leave:

- a. Accrued sick leave, properly requested and supported by administratively acceptable evidence, will be granted in the situations specified in Section B.1, above. In cases where the nature of the illness is such that an employee did not see a medical practitioner, a medical certificate may not be required if the employee provides an acceptable explanation.

Medical documentation will be required for extended absences of abuse more than three (3) workdays. If an employee has a pattern of abuse or is on a letter of leave restriction, medical documentation may be required on the first day of absence.

- b. Information given by an employee to a supervisor to support a grant of sick leave shall be treated as confidential information and provided only to those with a need to know.
- c. Employees who are released from duty on the advice of the Employee Health Unit shall not be required to furnish a medical certificate to substantiate sick leave for the dates released from duty. However, employees must notify their managers of instructions they received regarding time off.

4. Advance Sick Leave:

An employee who is incapacitated for duty because of serious illness or disability may be advanced sick leave for up to thirty (30) days if there is a reasonable expectation that the employee will return to duty. An employee's request for advance sick leave must be in writing and must be supported by medical documentation acceptable to the leave-approving official. The request will be submitted to the immediate supervisor and forwarded through the channels to the official authorized to approve the request. The approving official will act on the request in a timely manner.

Federal Family and Medical Leave Act. Sick leave may be granted only for the period of incapacitation, however.

2. A male employee/domestic partner may request only annual leave or leave without pay for purpose of assisting in caring for his/her minor and/or the mother of his/her newborn child while she/he is incapacitated for maternity reasons. Approval of leave for this reason shall be consistent with policies for granting leave in similar situations and such leave request shall be considered on its own merits.

F. Excused Absences:

1. Subject to the applicable personnel regulations, employees may be granted an excused absence.
2. An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. An excused absence is ordinarily authorized on an individual basis, except where an establishment is closed, or a group of employees is excused from work for various purposes.

G. Managing Attendance and Leave:

1. In monitoring leave used by employees and to assure its proper usage, a leave granting official shall be on duty at all times. The employer will identify to employees those individuals who are proper leave approving officials.

Supervisors should review leave records for factors which may indicate a problem, such as:

- a. excessive leave use;
- b. zero leave balances;
- c. frequent requests for short periods of leave without pay;
- d. pattern of using leave in small increments as quickly as it is accrued;
- e. persistent requests for unscheduled leave; and
- f. repeated failure to follow proper procedures for requesting leave or for notifying the supervisor of unanticipated absences.

While such factors may indicate a problem, there may also be mitigating circumstances. (For example, a zero leave balance may be the result of a major illness or surgery.) As indicated below, mitigating circumstances are to be taken into account.

2. Employees with chronic health problems or with personal circumstances which necessitate frequent or unpredictable use of leave are encouraged to discuss such situations with their supervisor and are expected to comply with reasonable documentation requirements. To avoid unnecessary

not satisfactory, the supervisor should consider extending the leave restrictions for two (2) months and deferring the decision on discipline. However, leave restrictions should not be extended repeatedly without further action. In any event, the supervisor must notify the employee in writing when leave restrictions are extended.

8. Exceptions to the above procedures may be warranted in exceptional circumstances.
9. Any copies of a leave restriction letter or extension will be safeguarded and made available only to persons who have an official need to know. Copies must not be filed in the employee's Official Personnel Folder.

H. Union Business:

1. Employees elected to any Union office or selected by the Unions to do work which takes them from their employment with the Employer may at the written request of the employee and the Unions be granted a leave of absence without pay. The initial leave of absence shall not exceed one (1) year. Leave of absence for Union officials may be extended for similar period. No more than one (1) employee of the bargaining unit shall be on such leave at the same time. Contribution of continued benefits shall be in accordance with appropriate regulations.
2. Attendance at Union-sponsored programs will be on approved annual leave or leave without pay, unless administrative leave has been approved prior to the attendance at such a program.
3. With respect to union officers and stewards, the Unions shall notify the Director of Human Resources four (4) weeks in advance of Union sponsored training with the names of the Union officers and stewards who will attend. The employer shall grant official time up to 10 hours for stewards and officers, and 14 hours for the Union Presidents from January 1 through December 31 of each calendar year. It is understood that these hours pertain to the positions described and not individuals. The Union shall provide the sign in sheet for the training to the Director of Human Resources the next business day after the training is completed. Official time will be granted subject to compliance with Article 5 of this Agreement, "Union Representation."
4. Because of the number of stewards involved, the Union shall schedule training sessions such that the operations of the Employer are not interrupted or interfered with. The Union may be required to schedule and/or stagger various training sessions such that the provision of services of the Employer to its consumers is not interrupted.

working, the employee will be allowed a reasonable amount of time to proceed directly from the reporting site to his or her work location.

Information relating to an employee's specific leave record/ status shall not be publicly displayed on time sheets, check-in sheets, or work schedules. (This provision does not apply to those employees in work units participating in an alternative work schedule.) The leave status of an employee who is absent on leave, but who is not on a scheduled day off, may be indicated on publicly displayed time sheets, check-in sheets, or work schedules by using the code "L" to indicate the employee is on leave.

- C. Where employees are required to work rotating shifts, work schedules showing the employee's scheduled workdays and non-workdays will be posted by the 15th day of the preceding month in appropriate work locations and the supervisor's office.
 - 1. An employee requesting a change of shift will submit a written request to his or her supervisor by the twenty-third day of the month prior to the posting. The request will include sufficient information for an informed judgment to be made.
 - 2. Requests for a change of shift received after the twenty-third day of the month preceding the posting of the work schedules will be considered by the Employer.
 - 3. Employees who are to be reassigned (i.e., non-temporary lateral assignment to another unit) or whose shifts are to change will be notified by the fifth day of the preceding month, except in some cases (e.g., reassignments due to reduction in force, unavailability of the employee to be notified, need to replace an employee who resigns or otherwise will not be available as planned, and other circumstances beyond the control of Management) later notification may be necessary. Involuntary changes will be made in a fair and equitable manner, consistent with the needs of the Employer.
 - 4. In exercising the right to assign employees to tours of duty, supervisors will give careful consideration to the expressed desires of individual employees.
- D. An employee will not be required to work with less than ten (10) hours between rotating shifts except with the expressed consent of the employee or in an overtime situation or when assigned to an established relief shift. In the regular schedule, employees will not be required to work more than six (6) consecutive days, but may do so with their expressed consent.

Section 2:

Management will solicit volunteers when overtime work is required. The Employer will solicit volunteers for overtime in the following order: from those employees on duty in the work unit/work area involved and then from the building or pool of individuals who have made it known that they are available to work overtime. In the event a sufficient number of qualified volunteers are not available, overtime work will be assigned in reverse order of DMH seniority. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

ARTICLE 12
SAFETY AND HEALTH

Section 1 - Working Conditions:

- A. The DMH shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that DMH may exceed standards established by regulations consistent with the objectives set by law. The Employer will make every effort to provide and maintain safe working conditions; NUHHCE/AFGE will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.
- B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended). The DMH shall furnish and maintain each work place in accordance with standards provided within this section.
- C. When employees are assaulted by patients/consumers, the Employer will (1) ensure that the employee is offered medical treatment; (2) notify the employee of his/her right to notify the Metropolitan Police Department; (3) notify DMH security; and (4) file the appropriate documents related to the incident in accordance with procedures governing unusual incidents. Upon written request by the employee, the Employer will reassign the employee if such option is available. If the employee is injured as a result of the incident and is unable to work, the employee must file the pertinent Worker's Compensation documentation.

Section 2 - Transportation of Patients:

The Employer agrees that appropriate measures will be employed when transporting patients. The number and types of escorts will depend upon the number and category of residents being transported and the nature of the trip.

Section 3 - Reporting Unsafe Conditions:

- A. If an employee observes a condition, which he or she believes to be unsafe, at the location of a consumer site visit, the employee should report the condition to the

- H. Employees shall not be required to operate equipment that has been determined by the Employer or the appropriate D.C. Safety Officer to be unsafe to use, when by doing so they might injure themselves or others.

Section 4 - Medical Service: On-the-Job Injury:

- A. The DMH shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the DMH shall arrange immediately for transportation to an appropriate medical facility.
- B. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate DMH officials.

Section 5 - Safety Devices and Equipment:

Protective devices and protective equipment shall be provided by the DMH and shall be used by the designated employees.

Section 6 - Safety Training:

The DMH shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Safety Committee.

Section 7:

The Employer shall, where appropriate, provide training regarding appropriate health guidelines governing communicable diseases.

Section 8 - Safety Committee:

Upon formation of a safety and health committee the Unions shall have the right to serve on the Safety Committee. The committee shall determine frequency of meetings, number of committee members and all committee activities.

Section 9 - Employee Health Services:

Employees covered by this Agreement shall have access to employee health services consistent with the Comprehensive Merit Personnel Act (D.C. Law 2-139).

The Unions will ensure that each employee covered by the provisions of this Agreement receives a copy. This includes employees hired subsequent to this Agreement going into effect.

Section 4:

Unions requests for use of facilities for meetings shall be addressed to the Employer's designated representative, shall contain the information prescribed by the Employer, and shall be submitted as far in advance as practical.

Section 5:

The Employer agrees to continue to provide lockers and/or lounge space for employees in facilities where they have already provided them.

ARTICLE 15
IDENTIFICATION DEVICES

The Employer agrees that employees may wear, on their uniform or other work clothing, while on duty, an unobtrusive membership pin indicating membership in any labor organization, provided that such pin is not larger than one and one-quarter inches in diameter, bears no campaign propaganda, and the wearing of such pin will present no hazard or potential hazard to the employee or to patients/consumers.

ARTICLE 16
PROMOTION PROGRAM

Section 1:

This Article augments the Merit Staffing Plan for all employees in the units covered by this Agreement.

Section 2:

Job announcements for bargaining unit positions which are scheduled to be filled under competitive promotion procedures will be posted on bulletin boards and on line for at least ten (10) calendar days prior to the closing date. Job announcements will indicate the area of consideration, duties of the position, qualifications required, method of application, and statement of equal opportunity.

Section 3:

The area of consideration will be in accordance with the promotion opportunity announcement.

Section 4:

Recognizing that the Union is the exclusive representative of the employees in the bargaining unit, DMH shall in good faith attempt to notify the Union of proposed disciplinary actions. Each Department shall notify the Union of the method of notification. Further, the Employer agrees to notify the employee of his or 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 his/her authorized representatives for review. The employee or his/her authorized representative will be entitled to receive a copy of the material upon written request.

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

Section 6:

Except in the special circumstances referred to in Section 4 above, an employee shall be entitled to at least ten (10) *calendar* days to answer the notice of proposed corrective or adverse action.

- a. If the proposed action is not removal, the employee is entitled to an administrative review by the deciding official of the proposed action. The deciding official shall issue a notice of final decision in writing and shall, if the employee answers or replies to the notice of proposed action, consider the substance of the employee's answer prior to issuance of a final decision.
- b. B. If the proposed action is removal, the employee is entitled to an administrative review of the proposed action by a hearing officer designated by the agency head (in accordance with the DPM Chapter 16). This hearing officer shall not be in the supervisory chain between the proposing and/or deciding official(s) and shall be not be subordinate to the proposing official. The hearing officer shall review the employee's answer, review notice of proposed removal action and conduct an adversarial hearing in accordance with the DPM Chapter 16. After conducting an administrative review the hearing officer shall make a written report and recommendation to the deciding official and shall provide a copy to the employee.

Extensions may be granted upon written request by the Unions to management stating the amount of reasonable additional time needed. Requests will not be denied for arbitrarily or capricious reasons.

Section 7:

The person proposing a disciplinary action shall not be the deciding official unless the proposing official is the agency head, A Chief Executive Officer, or the Director of the Division of Human Resources.

Section 13:

The removal of an employee during his or her probationary period is neither grievable nor appealable and shall be done in accordance with the CMPA.

Section 14:

If a final decision is grieved through the negotiated grievance procedure, a written grievance shall be filed with the deciding official within thirty (30) calendar days after the effective date of the corrective or adverse action.

Section 15:

In appropriate cases, consideration shall be given to correcting the problem through the Employee Assistance Program.

Section 16:

Whenever an employee is questioned by a supervisor with respect to a matter for which a disciplinary action is intended against the employee, the employee may, upon request, consult with a Union official or other representative. Upon such request, the supervisor will stop the questioning until the employee can consult with such representative, but in no event will such questioning be delayed beyond the end of the employee's following tour. When and if questioning is resumed, an employee may have a Union official or other representative present.

**ARTICLE 18
PERSONNEL FILES**

Section 1 - Official Files:

The Official Personnel Files of all employees shall be maintained in the Division of Human Resources (DHR). Official personnel files shall be maintained in accordance with the provisions of Chapter 31 of the D.C. Personnel Regulations, "Records Management and Privacy of Records."

Section 2 - Right to Examine:

Each employee and representative shall have the right to examine the contents of his/her personnel files in accordance with Chapter 31 of the D.C. Personnel Manual. The employee or his/her representative shall indicate in writing, to be placed in his/her file, that he/she has examined said file.

Employees shall schedule such reviews with their immediate supervisor and appropriate DHR authority within a reasonable period of time of the employee's request.

Section 2 - Procedure:

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievance should be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the step in the grievance procedure where the alleged action, which precipitated the grievance, occurred.

A courtesy copy of all grievances, at each step, must be submitted simultaneously to the Division of Human Resources, Office of the Director. Failure to submit a courtesy copy will not affect the timeliness of the grievance. The Employer will provide a copy of all responses to grievance to the local Union official who signed the grievance as well as the Staff Representative.

- Step 1. The employee and/or the Union or employee shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) days from the occurrence or when the employee first had knowledge of or should have known of the occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within fifteen (15) days after the receipt of the grievance. If the employee and/or Unions wish to advance the grievance to step 2, written evidence must be submitted regarding the timeliness of step 1. It shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision (s) violated, a general description of the incident giving rise to the grievance, the date or approximated date and location of the violation and the remedy sought.
- Step 2. If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the next level supervisor within ten (10) days after the Step 1 response is due. The second level supervisor shall respond in writing within ten (10) days after receipt of the written grievance. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision(s) violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought.
- Step 3. If the grievance is still unresolved, it shall be presented in writing by the employee and/or Union to the next level supervisor (Chief Executive Officer or the MHA Deputy Director) within ten (10) days after the Step 2 response is due. The third level supervisor shall respond in writing (with a copy to the Unions) within fifteen (15) days after receipt of the written grievance.
- Step 4. If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Director, Department of Mental Health or designee, in writing within fifteen (15) days after the Step 3 response is

the Union shall raise or is associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, the employee may not thereafter raise the grievance him/herself, and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently.

Section 5 - Selection of the Arbitrator:

The arbitration proceeding shall be conducted by an arbitrator selected from the pool of arbitrators created by the Employer and the Union as soon as possible after notice of intent to arbitrate is received. The parties shall request a list of nine (9) possible mediators from the Federal Mediation and Conciliation Services (FMCS). Both the Unions and the Employer may strike four (4) names from the list using the alternate strike method. The parties requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the FMCS guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing. At the hearing either party may request the arbitrator to make a bench (unwritten, immediate) decision, which the arbitrator may grant at his/her discretion.

Section 7 - Expenses of the Arbitrator:

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Unions. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 8:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. However, if a grieving party fails to pursue any step within the time limit, then he/she shall have no further right to continue the grievance.

Section 9:

Matters not within the jurisdiction of the DMH will not be processed as a grievance under this Article, unless the matter is specifically included in another provision of this Agreement.

Section 6:

Payment of dues shall not be a condition of employment.

**ARTICLE 21
TRAINING AND CAREER LADDER**

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 regular work hours, the employee will be compensated at the overtime or compensatory rate. Continued training shall be within budgetary constraints.

Section 2 - Continued Training Opportunities:

The Employer will encourage and assist employees in obtaining career related training and education outside the Department by collecting and posting current information available on training and educational opportunities. The Employer will inform employees of time or expense assistance the Employer may be able to provide.

Section 3 - Career Ladder:

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings. The Employer will take positive steps to identify those employees who deserve favorable consideration for promotion and this will be recorded on the employee's annual performance evaluation.

Section 4 - Experience Verification:

When an institution of higher learning provides credit for on-the-job experience, the Employer will, at the request of the employee, provide pertinent information to verify the employee's experience with the District.

Section 5 - Union-Sponsored Career Advancement Programs:

Management and the Union support the objective of meaningful career advancement for District government workers in the areas of promotion, transfers and filling of vacancies. In keeping with this objective, the Union will investigate and develop programs to enhance opportunities for career advancement, such as: career counseling services; placement of career planning resource materials on-site; correspondence course

Section 5:

The employer and the Union will cooperate in increasing the awareness of employees, supervisors, and stewards of the services available through the Employee Assistance Program.

ARTICLE 24
REDUCTION IN FORCE

Section 1:

The Employer will notify the Unions when it becomes aware that a reduction in force is necessary. It will notify the Union of the scope of the contemplated action, and will provide the Union with relevant information as it becomes available.

The Employer will give the Unions a reasonable opportunity to present alternatives to the contemplated reduction in force prior to its implementation.

The Employer will comply with the rules, regulations and procedures governing reduction in force as currently provided by the District of Columbia Personnel Manual (DPM) and the Comprehensive Merit Personnel Act (CMPA).

The Employer will bargain with the Unions regarding impact and effect of the proposed reduction in force, upon request by the union.

The Employer further agrees to minimize the effect of such reduction in force on employees and to consult with the Union toward this end.

Section 2:

Reductions in force and appeals will be conducted in accordance with the Comprehensive Merit Personnel Act and other applicable laws and regulations.

Section 3:

Where there has been a misapplication, of the applicable RIF procedures, an employee may file a grievance either through the negotiated grievance procedures or OEA procedures. Once an appeal procedure has been selected, this shall be the sole procedure followed. Under no circumstances may an appeal be filed under both procedures.

ARTICLE 25
ACTING PAY

Section 1:

Employees officially detailed to perform the duties of a higher graded position for more than four (4) consecutive pay periods in any calendar year shall receive acting pay of the higher graded position. Unofficial details for periods of two (2) pay periods shall count

over-40 hours worked compensation) in accordance with the minimum standards established by the FLSA.

Section 2:

Emergency employees required to work when all other DMH employees are released due to an Administrative Closing will be credited with compensatory time for future use on an hour for hour basis for the work performed during the normal tour of duty or shift(s) for which an Administrative Closing has been declared. (Work performed by those employees beyond the regular tour of duty will be handled in accordance with the minimum standards established by the Fair Labor Standards Act (FLSA), 29 U.S.C. Sec. 201 et seq., as amended). Compensatory time earned under this provision may be taken at a time agreed upon by an employee and his or her supervisor, but must be used within six (6) months of the date on which the employee became eligible for the excused time off.

Section 3:

Employees not designated as emergency shall receive compensatory time on an hour for hour basis for work performed on their regularly scheduled tour of duty when all other employees on the same tour of duty in the same work unit are not required to work due to the declaration of an Administrative Closing.

ARTICLE 29

Employee Job Performance, Appraisals, Productivity, and Gainsharing

Section 1:

The Parties recognize the importance and relationship between employee job performance, performance appraisals, and productivity. As such each employee shall receive an annual performance appraisal, as well as oral and/or written feedback during the year of the performance appraisal. Employees shall not be disciplined for ongoing performance failures without feedback from the evaluator through counseling, instructions or mandatory in service training in order for the employee to meet performance standards. Employees whose performance is less than satisfactory shall be so notified prior to the end of the performance rating period. Employee shall receive a step increase in accordance with the District Personnel Manual provided they have a "Satisfactory" rating..

Section 2:

The parties recognize the importance and relationship between employee job performance and productivity and recognition. As such, the parties agree to create a committee of an equal number of Employer and Union representatives to study, develop, and if mutually agreed, to establish goal sharing programs where groups of employees will share in (in the form of additional compensation) specific delivery of service advancements and other productivity gains. Theses discussions would be to enhance the current compensation and benefits provisions.

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):

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