

Section D: Discrimination Charges:

Any charges of discrimination shall be presented to the appropriate administrative Agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

ARTICLE 7 OFFICIAL TIME

Section A: Number of Representatives:

1. Members of the Executive Board and Chief Stewards shall be allowed up to four (4) hours per day to engage in representational activities as defined in Section E of this Article and the Official Time Form. Requests for official time shall be made in accordance with the procedures outlined in Section D.
2. Authorized employee Union representatives shall be allowed a reasonable amount of official time to engage in representational activities as defined in Section E of this Article, as outlined on the Official Time Form. Requests for official time shall be made in accordance with the procedures in Section D. Employee union representatives requesting official time shall submit the Official Time Form (Attachment 1) at the time a request for official time is made.

Section B: Designation of Representatives:

1. The Union agrees to provide, in writing, the Agency and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written listing of its officers and stewards along with a copy of its Constitution and by-laws. Those Union officers and stewards (authorized employee union representatives) provided for in the Union's Constitution and by-laws shall be eligible for official time. The listing and changes thereto normally will be submitted to the Agency's Labor Relations Liaison or other designated official at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If an official is not on the list of designated representatives and is needed prior to the two (2) days' notice, the Union Chairperson shall notify the Agency head or his/her designee by phone, facsimile or email before the official will be recognized. The Agency will not recognize any official/representative who is not listed as required or for whom notification was not provided in accordance with this Section.

2. This Agreement shall not be interpreted in any manner which interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.
3. The Union's Chairperson will be provided reasonable notice prior to any change in shift assignments of duly appointed stewards. The Union will also be notified prior to the organization of new shifts that would affect the members of the unit. For permanent changes in shift assignments of any duly appointed stewards, at least five (5) days' notice will be provided.
4. Employees requested to appear at meetings and conferences at the request of District, U.S., or management officials, or pursuant to a request from the D.C. Council, D.C. Department of Human Resources or the U.S. Congress, shall not be charged annual leave for such purposes and shall be provided administrative leave to the extent consistent with law and regulation. Correctional Officers receiving such a request to appear shall immediately notify the Major on duty non-uniform staff shall immediately notify their Office Chief and upon request of the Major or Office Chief, provide a copy of the request to appear or other appropriate evidence sufficient to allow the supervisor to approve or deny the request.
5. Any designated DOC representative(s) designated by the individual union member must be on active duty status.

Section C: Performance Appraisals:

1. No Union representative will be disadvantaged in the assessment of his/her performance based on his/her use of official time when conducting labor-management business authorized by this Article. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement.
2. At the beginning of the rating year or when the Union representative is initially appointed, performance expectations will be discussed between the supervisor and the union representative. Additionally, the supervisor and the Union representative will meet at least quarterly to discuss needed adjustments to workload and representational needs, based upon documented use of official time.
3. The parties understand that every employee, irrespective of union status must perform the duties and responsibilities of their official position and be evaluated based on the employees official position of record. Notwithstanding, the performance of Union representatives will be rated on the basis of prorated work time; i.e., the work performed in available work time after official time has been subtracted.

Section D: Requests for Official Time:

1. All official time for all Union representatives must be requested and approved in advance consistent with workload requirements except when exceptional circumstances (e.g., unscheduled meetings called by management where the Union's attendance is requested, representation of employees in interviews or circumstances where the employee might be subject to discipline) do not allow for advance approval.
2. The Union representative will request authorization from his or her supervisor. The Union representative will indicate to the supervisor or designee, on the "Official Time" form the general nature of the representational activity, including when the representational activity will take place, where the issue is to be addressed and the approximate length of time he or she believes is required.
3. All advance requests for official time are understood to be estimates. Whenever it becomes evident that the activity for which official time was approved will extend beyond the time initially approved, the union representative must call his/her immediate supervisor to request, and seek approval, for additional time.
4. The Union will complete the form to accurately depict the actual official time used in a timely manner.
5. Workload needs will be balanced with official time requests prior to approval consistent with Subsection 1 above. The Union will be provided with an explanation as to the reason why a request for official time to engage in an activity for which official time is authorized under this Article is denied.
6. All affected employees (e.g., grievants, representatives, witnesses, and appellants) whose presence has been determined to be necessary at relevant proceedings (including hearings, meetings, arbitrations, or other labor-management business) will receive necessary official time to travel to and from the proceedings.

Section E: Official Time for Representational Activity:

1. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted up to four (4) hours of official time to investigate and conduct representational functions in accordance with the provisions of this Article.

2. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employee union representatives on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement and District of Columbia law. Activities for which official time will be authorized are outlined below and listed on the Official Time Form:
- a. Labor negotiations;
 - b. Discussion with management representatives concerning personnel policies, practices and matters affecting working conditions;
 - c. Any appeal proceedings or other forum in which the Union is representing an employee or the Union pursuant to its obligations under the collective bargaining agreement, regulation or law;
 - d. Grievance meetings and arbitrations;
 - e. EEO complaint settlements and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedures or if the Union is representing the employee;
 - f. A disciplinary or adverse action oral reply meeting if the Union is designated as a representative of the employee;
 - g. Any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as a representative of the employees;
 - h. Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action under Chapter 16 of the District Personnel Manual and the employee has requested representation;
 - i. Information consultation meetings between the Agency and the Union;
 - j. Conferring with affected employees about matters for which remedial relief is available under the terms of this agreement;
 - k. Attendance at meetings of committees on which Union representatives are authorized membership by the Employer or this Agreement; and
 - l. Attendance at Agency recognized/sponsored activities to which the Union has been invited.

- m. To effectuate contacts with the Mayor, the D.C. Council, or the United States Congress.
 - n. In addition, whenever members of the Executive Board make a request to attend seminars and conferences sponsored by regional, national or international labor relations professional organizations, the Union's Chairperson will provide the agenda for the seminar or conference to allow the Agency to review and respond to the request. After reviewing the request, if the information to be provided at the seminar or conference is intended to improve labor management relationship and the employees' understanding of labor relations and collective bargaining, the Agency will provide the requesting employee(s) with no more than 50% of the total time requested and the employee will be required to use annual leave or compensatory leave for the remaining 50% of the time needed. No Executive Board Member shall be granted more than 40 hours under this Section each calendar year.
3. Official time shall not include time spent on internal Union business, including, but not limited to:
- a. Attending Union meetings;
 - b. Soliciting members;
 - c. Collecting dues;
 - d. Posting notices of union meetings;
 - e. Carrying out elections;
 - f. Preparing and distributing internal Union newsletters or other such internal documents; and
 - g. Internal union strategy sessions for appeals, administrative hearings or arbitration proceedings.
4. The employee requesting official time for any of the purposes set forth on the Official Time form will advise his/her immediate supervisor or designee of the estimated time for such activities and the time of return to the workstation and assigned duties.

Section F:

Upon ratification and approval of this Agreement, the parties shall jointly prepare the training materials to conduct training concerning official time and other aspects of this Agreement for supervisors, representatives and employees.

Section G:

The shop steward shall be afforded the opportunity with prior notice of the topics to address unit employees at roll call to explain labor-management business unless conditions in the institution dictate otherwise. Such time shall not exceed five (5) minutes and may be utilized up to three (3) times per week, per shift.

Section H:

Stewards assigned tours of duty other than day shift and scheduled days off shall have their assigned tour of duty and scheduled day off (if applicable) changed to coincide with the time of a grievance hearing. However, no overtime or other such form of compensation shall be allowed for attendance at such hearing.

Section I:

This Article does not preclude employees from selecting someone other than a Union representative (excluding management and supervisory officials) to represent him/her in a grievance, except that no rival organization may represent an employee in the negotiated grievance procedure, and provided that if a Union representative is not used, a representative of the exclusive labor organization must be given an opportunity to be present at any meeting held to resolve the grievance.

ARTICLE 8 USE OF OFFICIAL FACILITIES AND SERVICES

Section A:

The Agency agrees to permit distribution of Union notices and circulars substantially related to workplace issues to unit employees through regular distribution procedures provided that the Union receives prior approval from the Agency. Information distributed by the Union will not be used to derogate the Agency or the District in any way.

Section B:

The Agency agrees to provide meeting facilities if available upon request to the Director or Warden. Any cost incurred for the cleaning or maintenance of such facilities after such meeting will be borne by the Union.

Section C:

Under no circumstances will Agency manpower, equipment or supplies be utilized in support of or for internal Union business.

Section D:

The Agency agrees to provide a private area for the employees and Union representative when engaging in grievance handling.

Section E:

1. A copy of the Agency Program Statements, Orders and Institutional/-Facilities directives and DCHR's rules and regulations concerning terms and conditions of employment of the bargaining unit will be provided to the Labor Committee, upon request, if not readily available online on the Agency's or DCHR's website.
2. Nothing in this Article shall be interpreted to preclude either the Union's right to or the Employer's obligation to engage in impact and effects bargaining concerning the exercise of management's rights if requested by the Union as permitted by law.

Section F:

The Agency agrees to designate at least one (1) secured bulletin board for the exclusive use of the Union in the Jail in a conspicuous work area. The Union shall provide to the Agency, prior to posting, a copy of the materials to be posted. Bulletin board postings must be readily identifiable as official Union literature by the use of letterhead, logo or signature of the Union official.

Section G:

Upon reasonable request from the Union, the Agency shall make available to the Union, as required by law, any information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement. The Parties shall comply in writing to such requests within a reasonable period, not to exceed thirty (30) days, and barring emergencies or exigent circumstances. The requirements listed herein shall preclude the Union from making the same document request under FOIA laws, where the information is provided under the CBA. Requests for information to prepare for a grievance or unfair labor practice hearing shall be made as far in advance as possible, but no later than two weeks prior to any scheduled hearing, to allow the Agency to review, respond to and gather any information to which the Union is entitled.

ARTICLE 9

EMPLOYEE ROSTERS

Section A:

Upon written request to the Labor Liaison, on a quarterly basis, the Union will be provided with the list of names, titles and grades of unit employees by institution and offices.

Section B:

Upon written request to the Labor Liaison, (no more than one request per calendar month), the Union will be provided, by each institution and office a list of names, titles, and grades of unit employees appointed, separated, detailed (including details to higher positions), promoted (including temporary promotions) or transferred during the preceding calendar month. The Agency shall include the effective dates of the above actions and the projected duration dates, if applicable.

ARTICLE 10

GRIEVANCE PROCEDURE

Section A – Purpose and Definition:

1. The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation, misapplication or misinterpretation of the terms of this Agreement or the applicable Compensation agreement or final disciplinary actions taken (written admonition, corrective or adverse action) shall constitute a grievance under provisions of this grievance procedure. Any other employee appeals or complaints shall be handled exclusively by the appropriate administrative agency.
2. Unless stated otherwise, for purposes of this Agreement, notice by the Union shall be effective when it is received in writing by facsimile or electronic mail or date of receipt by the Department of Corrections sent via first class mail.

Section B – Categories:

1. **Personal: An Individual's Grievance.** A grievance filed by an employee with or without the employee being represented by the Union. In the case of a grievance proceeding without Union representation, the Union must be given the opportunity to offer its view at any meeting held to adjust the grievance before final settlement or resolution. In the case of a grievance with Union representation, the remaining provisions of Article 10, Section B apply.

2. **Group:** A grievance involving at least two employees in one of the following Divisions: (1) Management and Support Administration and (2) Operations Administration. The signature of each member of the group is required.
3. A group grievance must contain all the information specified in Section C, Step 2 of this Article of the grievance procedure. A sufficient description of the group shall accompany the grievance. Group grievances will be processed only if the issue(s) raised is common to all employees in the group. This kind of grievance may be filed at whatever step resolution is possible.
4. **Class:** A grievance involving all the employees in the bargaining unit. It must be filed and signed by the Union Chairperson or designee at Step 4 of the Grievance procedure. Grievances so filed will be processed only if the issues raised are common to all unit employees.
5. A class grievance must contain all information specified in Section C, Step 2 of this Article of the Grievance procedure. The Director, or his/her designee, shall respond in writing within twenty-one (21) calendar days of receipt of the grievance.

Section C – Procedure:

1. **Step 1:** The aggrieved employee, with or without a Union representative, shall orally present and discuss the grievance with the employee's immediate supervisor within ten (10) calendar days of the occurrence of the event giving rise to the grievance or within ten (10) calendar days of the employee's knowledge of such event, whichever is later. The supervisor will make a decision on the grievance and reply to the employee and his/her representative within five (5) business days after oral presentation of the grievance. In unusual circumstances, where the grievant cannot be physically present, a Union representative, authorized in writing by the Grievant, may present the grievance at this Step without the Grievant present.
2. **Step 2:** If the grievance is not settled, the aggrieved employee, with or without his/her Union representative, shall submit a signed, written grievance to the Warden or the appropriate Office Chief within seven (7) business days following the date the response to the oral grievance is due. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this and at every further step shall contain:

- a. A statement of the specific provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
 - b. The date or dates on which the alleged violation, misapplication or misinterpretation occurred;
 - c. A brief description of how the alleged violation occurred;
 - d. The specific remedy or adjustment sought;
 - e. Authorization for the Union, if desired by the employee, to act as his/her representative in the grievance; and
 - f. The signature of the aggrieved employee(s) and the Union if applicable, according to the category of the grievance.
3. Should the grievance not contain the required information, the Grievant shall be notified and given five (5) business days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the five (5) business day period shall void the grievance.
 4. The Warden or Office Chief shall respond to the employee in writing, within seven (7) calendar days of receipt.
 5. **Step 3:** If the grievance remains unsettled, the employee shall submit the grievance to the Deputy Director within five (5) business days following the employee's receipt of the response of the Warden or Office Chief. The Deputy Director must respond in writing within seven (7) business days of receipt.
 6. **Step 4:** If the grievance remains unsettled, the employee or the Union (as appropriate) shall submit it to the Director within five (5) business days following the receipt of the response of the Deputy Director. Within fifteen (15) calendar days of receipt, the Director will respond in writing to the grievance.
 7. **Step 5:** If the grievance remains unresolved, the Union, within fifteen (15) calendar days from receipt of the Director's response or when the response was due, shall notify the Director and OLRCB in writing indicating whether the Union intends to request grievance mediation or arbitration of the matter on behalf of the employee(s). Only the Agency or the Union may refer a grievance to arbitration. If a party does not request a panel of arbitrators within ten (10) business days after notifying the Director and OLRCB of its intention to arbitrate the matter, then the Director's decision is final and binding.

Section D – Grievance Mediation:

1. The purpose of this Grievance Mediation procedure is to provide an innovative method by which the parties may mutually reach satisfactory solutions to the grievance 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.

2. Selection

- a. Within ten (10) calendar days of the Union's request for grievance mediation pursuant to Step 5 of the grievance procedure or after the Agency provides notice to the Union of its desire to mediate a matter, a joint request shall be submitted to the Federal Mediation and Conciliation Service (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 must commence within forty-five (45) calendar days of the Agreement to mediate. If the matter is not scheduled for a mediation session within the forty-five (45) calendar day period, OLRCB and the Union shall select an arbitrator consistent with the terms of this Agreement.

3. 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) grievants shall be present as representatives of the class or group. The number of class or group representatives is in addition to a union representative who may be designated by the Union to attend the hearing.
- 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.

4. Mediation Conclusion

- a. The parties shall sign their respective copies of the Settlement Agreement.
- b. Should both parties accept the settlement, it shall not have precedent setting value unless mutually agreed to on a case-by-case basis.
- c. If at the end of any scheduled mediation sessions and/or any further negotiations the parties have failed to resolve the matter, the arbitration proceedings in accordance with Section 3 may be invoked by the Union or the Agency within five (5) business days of the termination of the mediation session.
- d. The mediator shall be barred from arbitrating the grievance in a subsequent arbitration proceeding or testifying in a subsequent arbitration proceeding or other hearings on the matter.
- e. Documentation pertaining solely to the Mediation Process including evidence, settlement offers or the mediator's advisory opinion shall be inadmissible as evidence in any arbitration proceeding.
- f. The parties shall share the fees and expenses of the mediator/mediation equally.

Section E – Arbitration:

- 1. The parties agree that arbitration is the method of resolving grievances that have not been satisfactorily resolved pursuant to the Grievance Procedure or Grievance Mediation.
- 2. Provided however, if either party refuses to arbitrate because of its assertion that no 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, the arbitrator shall not have any jurisdiction or authority to rule on the matter. The party disputing such assertion may request the D.C. Superior Court to compel arbitration on the

matter. Disputes of procedural arbitrability shall be heard by the Arbitrator prior to a hearing on the merits.

3. If the parties fail to agree on a joint stipulation of issue(s), the issue shall be framed by the Arbitrator after hearing the position on the issue(s) from both parties.
4. The rules of the Federal Mediation and Conciliation Services (FMCS) shall apply to arbitrations conducted pursuant to this Article.
5.
 - a. During the first year this Agreement is in effect, the Parties agree to establish a permanent panel of nine (9) arbitrators to arbitrate grievances arising under this Agreement. The panel of arbitrators is attached to this Agreement as Attachment 2. The Parties agree that this panel shall be the exclusive panel from which arbitrators will be selected during the first year this Agreement is in effect.
 - b. No later than 30 calendar days after the end of the first year that this Agreement is in effect, the Parties will meet to decide whether they will continue with the permanent panel (including any amendment(s) thereto) of arbitrators or revert to the selection method outlined in the Agreement that was in effect December 19, 2002 through September 30, 2005. The Parties' decision will be memorialized and an appropriate amendment will be made to this Agreement.
 - c. If the during the time the parties are reviewing the arbitration selection provisions of this Article they need to select an arbitrator, the Parties will select from the permanent panel until they have finalized their decision regarding the method of arbitration selection.
6. Within ten (10) calendar days of either party providing notice of its desire to arbitrate an issue, the responding party shall initiate selection of an arbitrator, from the established panel, with the other party. The parties will agree to one (1) of the names on the established panel by alternately striking a name from the panel until one (1) remains. The privilege of first strike shall be determined by a coin toss or other mutually agreeable random method.
7. Once an arbitrator is selected, the Parties shall propose dates to the arbitrator or notify the arbitrator to provide potential dates to hold the

hearing. Once an arbitrator has been selected, the party requesting arbitration will provide the section of the grievance procedure requiring the arbitrator to render his/her decision within thirty (30) calendar days after the conclusion of the arbitration hearing or within thirty (30) calendar days after the arbitrator receives briefs, if filed, whichever is later and requests that the arbitrator confirm in writing that he/she will be able to render a decision within thirty (30) calendar days after the stated events, as required by the parties agreement. Should the arbitrator selected confirm that he/she will be unable to render a decision within thirty (30) calendar days or within a reasonable time thereafter, the parties will jointly select a different arbitrator from the permanent panel. If the arbitrator selected does not provide his/her decision within the timeframe specified in this agreement, any decision rendered by the arbitrator after the date on which his/her decision was due, will be implemented as if received on the date the decision was due.

8. 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.

Section F:

1. Absent mutual agreement by the Parties, the arbitrator shall hear and decide only one (1) grievance appeal in each case unless substantially similar issues are involved. In such circumstances cases shall be consolidated for arbitration upon agreement of the parties.
2. The hearing shall not be open to the public or persons not immediately involved unless all parties mutually agree to such. All parties shall have the right, at their own expense, to legal and/or stenographic assistance at this hearing arising under this Article.
3. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his/her decision solely to the precise issue(s) submitted for arbitration.
4. The arbitrator shall render his/her decision in writing, setting forth his/her opinion and conclusions on the issues submitted within thirty (30) calendar days after the conclusion of the hearing or after the arbitrator receives the parties' briefs, if any, whichever is later. Absent mutual agreement by the parties, the arbitrator shall set the deadline for timely submission of briefs. Absent an appeal of the arbitrator's decision, the decision of the arbitrator

shall be binding upon both parties and all employees during the life of this Agreement.

5. All interim earnings will be deducted from any back pay award.
6. A statement of the arbitrator's fee and expenses shall accompany the award. The parties shall share the fee and the expenses of the arbitrator equally.
7. Appeals of the arbitration awards shall be made in accordance with District of Columbia law. Absent the filing of an arbitration review request with the Public Employee Relations Board, the Agency shall comply with the decision, within 30 calendar days after the deadline for filing an arbitration review request. The Agency will ensure that arbitration awards are implemented consistent with the arbitrator's order and pursuant to applicable DPM rules and requirements.

Section G: General:

1. No matter shall be entertained as a grievance unless raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance, or within ten (10) calendar days of the employee's knowledge of the occurrence of the event giving rise to the grievance
2. Any unsettled grievance not advanced to the next step by the employee, or in the event of a class or group grievance, the Union representative, within the time limit specified in the step, shall be deemed abandoned. If the Agency does not respond within the time limit specified at each Step, the employee may invoke the next Step, treating the lack of response as a denial of the grievance.
3. For all provisions of this Agreement, all time limits must be strictly observed unless the parties mutually agree to extend said time limits barring emergencies or exigent circumstances. "Day" means calendar days unless otherwise noted herein. Business Days means Monday through Friday and excludes Saturday, Sunday, legal holidays and days when the Agency (or certain divisions) or the District is ordered administratively closed.
4. No recording device shall be used during any step of this procedure by either party. However, the Arbitrator may record the arbitration hearing to aid in preparing his or her award and decision. No person shall be present at any step for the purpose of recording the discussion. However, nothing in this provision shall prohibit the parties or a party from employing the services of a professional court reporter or stenography service for the

purpose of preparing a true and correct transcription of the arbitration hearing.

5. The presentation and discussion of grievances shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be present only if necessary for them to present evidence. When discussions and hearings required under this procedure are held during work hours of the participants, they shall be excused with pay for that purpose. An employee scheduled to work shift or weekends will have his/her hours changed to coincide with the time of the hearing.
6. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.
7. In appropriate circumstances, Management may utilize the grievance/arbitration procedure by first filing a grievance with the Chairperson of the Labor Committee. Such filing and response shall be under the same time limits as a Step 4 grievance. If not resolved with the Union President, Management may request arbitration using the procedures outlined in this Article.
8. The Agency agrees to produce any Agency employee determined to be necessary by the Arbitrator for the arbitration hearing.
9. All requests for information and documentation for a particular hearing shall be made to the other party at least fifteen (15) calendar days before the scheduled hearing.

Section H – Expedited Arbitration Procedure:

The parties agree that expedited arbitration upon the Union's or Management's written request shall be invoked in all cases of summary removals, summary suspensions and group and class grievances. In all other disputes the expedited arbitration procedures shall only apply when both parties mutually agree.

Step 1: The employee and/or the Union shall present the grievance (with supporting documentation and Agency final decision) to the Agency head in writing within ten (10) calendar days after receiving the final decision. The Agency head shall respond in writing (with a copy to the local Chairperson) within ten calendar (10) days after receipt of the written grievances.

Step 2: The Union may, by written notice, request expedited arbitration within five (5) calendar days after the reply in Step 1 is due or received, whichever is sooner.

Step 3: Within five (5) business days of the Agency's receipt of the Union's notice of intent to arbitration request, the moving party shall initiate the selection (and select) an arbitrator from the established panel using the process outlined in Section F above.

Step 4: The arbitration hearing shall be held within thirty (30) calendar days after selection of an arbitrator. Any party unprepared to present its case shall forfeit their issues for arbitration and remedies sought unless the parties mutually agree to extend said time limits. The arbitrator shall issue an award within ten (10) calendar days of the date set by the arbitrator for filing briefs.

Step 5: All other provisions in the expedited arbitration proceeding will be as specified in Section H of this Article.

ARTICLE 11 DISCIPLINE

Both parties recognize the exclusive rights of Management to discipline employees for cause, as defined in the District Personnel Manual (DPM). Discipline shall be imposed for cause, as provided in D.C. Code §1-616.51 and defined in Chapter 16 of the District Personnel Manual.

Section A:

For the purpose of this Article, discipline shall include the following:

1. **Corrective Actions:** Written reprimands or suspensions of less than ten (10) days; and
2. **Adverse Actions:** Removal, suspensions for ten (10) days or more; or a reduction in grade. This includes summary and non-summary actions.

Section B:

Employees have the right to contest corrective or adverse actions taken for cause through the negotiated grievance procedure as provided in Article 10. Employees have the right to contest adverse actions taken for cause through the grievance procedures or through the Office of Employee Appeals (OEA) as specified by OEA rules, but not both.

1. Should the employee select to appeal the action to OEA, such appeal shall be filed in accordance with OEA rules and regulations.
2. Should the employee select to grieve under the negotiated grievance procedure, discipline may only be grieved at the next higher level than

where the final decision was taken, except in the case of actions taken by the Director.

3. Should the employee or Union, in cases of appeals to arbitration, wish to grieve disciplinary action, such grievance/arbitration must be filed within the time limits specified in Article 10 starting with the date after the final decision was received by the employee. The parties agree that the filing of a grievance as a result of a disciplinary action notice to an employee shall not serve to stay the disciplinary action as issued by the Agency. Notwithstanding any provision of this Agreement, all grievances challenging a disciplinary action must be filed no later than ten (10) days after the effective date that the employee received the final decision.

Section C:

If a supervisor or any member of management has reason to counsel or discipline an employee, it shall be done in a professional manner that will not embarrass the employee before other employees or the public.

Section D:

Employees requested to reply to disciplinary actions will be informed of their right to have a Union representative assist in preparing the employee's response. Any designated representative who is an employee of DOC must be on active duty status.

Section E:

1. If an employee can reasonably expect discipline to result from an investigatory interview, and a reasonable advance notification of the interview has not been given, at the request of the employee, questioning shall be delayed for no longer than twenty-four (24) hours to give the employee an opportunity to consult with a Union representative or attorney, except in emergency situations/conditions. Upon request from the Union, the reasons warranting the emergency shall be provided to the Union. However, the provisions of this Article will not prevent the Agency from continuing with interviews/investigations where there is an immediate hazard to the Agency, to other District employees, public health, safety or welfare or where the integrity of government operations is threatened.
2. An employee's Union representative may be present at all investigatory questioning sessions held under this Article, but may not answer questions on behalf of the employee. However, the representative may counsel the employee and may assist the employee in presenting the facts. This section shall not supersede the requirement that employees shall submit reports in writing of all extraordinary occurrences or significant incidents, pursuant to the agency's policy.

3. Investigatory interviews will be conducted in a manner that will not compromise the integrity of the information that is to be provided. The Union will cooperate with the Agency to ensure that the investigatory process is not compromised. Information discussed in investigatory interviews shall remain confidential among the persons conducting the interviews, the Union representative and the employee being interviewed.
4. In no case shall a Union representative be permitted to represent an employee subject to any form of questioning if the Union representative is himself/herself implicated in the investigation. In any situation in which a union representative is disqualified for that reason, the employee to be questioned shall have the right to select an alternate Union representative to be present during the investigatory interview.

Section F:

Prior to commencement of any questioning of unit members, the member shall be informed of:

1. The type of investigation being conducted (Criminal or Administrative). If Administrative, the specific reason or type of complaint.
2. Whether the member is alleged to be the subject of the investigation if known at the time.
3. The name(s) of the complainant(s) unless this information would jeopardize the security of the investigation or the safety of the complainant or witness.
4. The name and title of the official who will be doing the questioning and the name and rank of persons that will be present.
5. If criminal charges may result from the interview, then that employee has a right to representation during any interview as described under Section E.

Section G:

When management determines that the questioning session is to be recorded, all portions of the session shall be recorded with proper notation as to breaks and when "off the record" discussion(s) began and ended. If a recording device is used in an investigation that results in proposed disciplinary action, at the conclusion of the investigation and upon written request, a copy of the recording shall be made available to the employee or the Union when discipline is proposed, or upon conclusion of the investigation.

Section H:

1. Employees shall be notified of Corrective Actions by service of Advance Notice within 60 days after the Agency was made aware of an act or occurrence constituting cause.
2. Employees shall be notified of Adverse Actions by service of Advance Notice within 120 days after the Agency was made aware of an act or occurrence constituting cause.
3. In all incidents where the Office of Investigative Services (OIS), the Office of the Inspector General, the Office of the Attorney General and/or any external Agency investigation is being conducted, the timelines specified in subsections 1 and 2 above may be extended by the Agency until the completion of all such investigation(s).

Section I:

1. Except in the case of summary discipline, an employee against whom adverse action is proposed shall be entitled to Advance Written Notice of fifteen (15) days. The notice shall inform the employee of the cause(s) and the specific reason(s) for the proposed action; the right to provide a written response, including affidavits and other documentation, within six (6) days of receipt of the Advance Written Notice; the person to whom the written response or any request is to be presented; the right to review any material upon which the proposed action is based; in the case of a proposed adverse action only, the right to be represented by an attorney or other representative; the right to an administrative review by a hearing officer appointed as provided in DPM §1622, when the proposed action is a removal; and, the right to a written decision.
2. An employee shall be granted, upon request, up to ten (10) hours administrative leave to prepare for his/her defense against any proposed corrective action or adverse action.
3. The Hearing Officer shall review the proposed action, receive and review all relevant statements, in the case of proposed removals conduct a hearing, if a hearing is requested by the employee, and issue a recommendation to the Deciding Official after conducting an Oral Presentation of the Employee's response or after receiving the disciplinary action if an oral presentation was not requested normally within ten (10) days after conducting the hearing or within ten (10) days after receiving the disciplinary actions if a hearing is not requested. The attendees at the hearing will be the Hearing Officer, employee's representative(s) and the employee. The Hearing Officer must be a DS-13 or higher and have no direct or personal knowledge of the matter contained in the disciplinary

case, and not be in the chain of command between the Proposing and Deciding Official.

4. The Hearing Officer, if there is one, shall make a written recommendation and report to the Deciding Official. The Deciding Official shall issue a final decision after reviewing the report and recommendation of the Hearing Officer. The Deciding Official may sustain the penalty proposed by the Proposing Official, reduce the penalty, but may not increase the penalty proposed by the Proposing Official, remand the matter to the Hearing Officer with instructions for further consideration by the Hearing Officer, or dismiss the charge. If a case is remanded, the Union shall be notified.

Section J:

Summary removal, summary suspension, or enforced leave shall be executed upon the Director's approval. Within three (3) days of a summary suspension, summary removal or enforced leave placement, the Union Chairperson will be notified who the action was against and provided the specific reason(s) for the action.

Section K:

Applicable District Regulations shall govern discharge of probationary, temporary, and term employees.

Section L:

Pending disciplinary action will not preclude an employee from participating in the promotional process. After the eligibility list, register or certification is formed and a final penalty is imposed, the member need not be promoted from the list, registry, or certification. If after an eligibility list, register or certification is formed and disciplinary action is proposed, the promotion shall be held in abeyance pending a final disposition. If the disposition is favorable to the employee, the employee shall be promoted with back pay retroactive to the date when the employee would otherwise have been promoted.

Section M:

After discovery of the incident, the investigation(s) shall be conducted in a timely manner and discipline, if necessary, shall be proposed upon the conclusion of any investigation or the gathering of any required documents, consistent with the CBA and applicable DPM regulations.

Section N:

The Employer agrees that disciplinary action shall not be punitive but based on conduct or performance deficiencies. The selection of the appropriate penalties shall be based

on progressive discipline principles consistent within the DPM and with consideration of the Douglas Factors. *Douglas v. Veterans Admin.*, 5 MSPB 313, 5 M.S.P.R. 280 (M.S.P.B.1981). Consideration shall be given to any mitigating or aggravating circumstances that have been determined to exist.

Section O:

Whenever the Agency relies on video evidence to support disciplinary action against a bargaining unit employee, the video evidence shall be preserved until all actions, including appeals relating to the employee(s) discipline have concluded.

ARTICLE 12 LEAVE

Section A – Emergency/Unscheduled Annual Leave:

1. Uniform employees shall contact the Shift Supervisor no less than two (2) hours prior to the beginning of their official tour of duty when they have a need to request unscheduled annual or sick leave. Notification anytime thereafter may result in denial of the leave request and the employee being cited for an unauthorized absence.
2. Non-uniform employees shall request unscheduled annual or sick leave from their immediate supervisor or designee as soon as possible prior to the start of their tour of duty, but not later than (15) minutes after the beginning of their tour of duty. Notification anytime thereafter may result in denial of the leave request and the employee being cited for an unauthorized absence.
3. Emergency annual leave may be approved by the designated supervisor when an oral request is made. If emergency leave is granted, the employee must submit a written application for leave (SF-71) within twenty-four (24) hours of return to duty. Failure to provide an SF-71 shall result in the employees' absence being considered an unauthorized absence and disciplinary action could be initiated.

Section B – Annual Leave:

1. All annual leave requests must be submitted in advance of the time requested. Failure to obtain advance approval for leave may result in having the absence charged as unauthorized absence(s).
2. Only supervisors designated by the Agency will authorize annual leave in the absence of the designated supervisor; emergency annual leave will be approved by the next higher level of supervision.

3. All employees requesting a leave period of one (1) week or more will do so in accordance with the following:
 - a. Their request will be submitted by the date determined by the Agency each year.
 - b. Supervisors will notify each employee of the disposition of his/her request within one (1) calendar month, of submission of the request.
 - c. If more employees from the same shift than can be spared apply for leave for the same period and management determines that appropriate staff is not available to do the work, the employee with the greatest service with the Agency will have preference, except as provided below:
 - (1) The employee(s) required to make a new selection will have a preference over employees who did not submit requests if the new selection is resubmitted within 15 days after the disposition of the requests period, provided, the Agency has determined that appropriate staff is available to do the work during the period that is proposed.
 - (2) Employees whose first selection is not granted will be given their next selected leave period, until the ranking is depleted.
4. Employees wishing to change their request may do so provided their service can be spared and their new choice does not conflict with leave scheduled for another employee. Since these dates are tentative, the employee will request from his/her supervisor the proposed leave period he/she desires to change as far in advance as possible.
5. During the period of May 1st to October 1st, no employee will be granted more than one (1) leave period of duration of one (1) week until every employee in the work area has had an opportunity to take a leave period during these months.
6. The granting of leave for the days of Thanksgiving, Christmas, New Year, Memorial Day, July 4th and Labor Day holidays will be on a rotating basis so that all employees may have a fair opportunity for leave at these times. However, this does not preclude or interfere with the Agency's right to determine appropriate staff on holidays to ensure the proper accomplishment of Agency work.
7. Although every effort will be made by supervisors to honor advance requests for leave periods, an advance request is not a guarantee of final

approval. The Employer reserves the right to cancel leave previously approved for circumstances such as workload and unforeseen urgent needs. In the event it is necessary to cancel advanced requests, the supervisor will promptly advise the employee concerned in writing. In such cases the employee's circumstances will be given due consideration. Every effort will be made to reschedule the leave period for the employee's convenience.

8. If an employee is transferred within the Agency at his/her request or as a result of a promotion, training assignment or voluntary shift change other than the normal shift rotation, the employee may be required to adjust his/her leave scheduled in the unit to which he/she has been transferred. If the move has been a result of a management decision, seniority will be the controlling factor.

Section C – Sick Leave:

1. Supervisors shall approve sick leave of employees who are unable to perform their duties due to illness. Employees assigned to rotating shifts or regular tours of duty shall request unplanned sick leave from the Shift Supervisor no later than two (2) hours prior to the start of their shift. All other employees shall request sick leave as soon as possible prior to the start of their shift on the first day of absence. The employees shall submit the appropriate sick leave request to his/her supervisor upon return to work. If an employee is too ill or injured to personally notify the supervisor of his/her absence, notification may be made by a third party.
2. Employees are required to submit a doctor's certificate when they are absent for three (3) or more consecutive days or more. Additionally, those employees who have been placed on leave restriction due to potential or actual sick leave abuse shall provide documentation as required by the Agency.
3. Sick leave may be used when an employee receives medical, dental or optical examinations or treatment, or is incapacitated for the performance of duty by sickness, injury, or pregnancy and confinement is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease (as defined by applicable regulations) or would jeopardize the health of others by his/her presence at his/her post of duty because of exposure to contagious disease.
4. Employees shall submit requests for, or substantiate, sick leave on SF-71, Application for Leave Form (or other appropriate form or process). The Employer will make the SF-71 available for completion and signature by

employee(s). If the SF-71 is changed or a new process is required the union shall be duly notified of such changes.

5. Employees returning from sick leave will so notify the Shift Supervisor as far in advance of the start as possible, and ideally no later than two (2) hours in advance of the start of the shift on which they would normally be on duty. In case of an extended illness of more than three (3) days, employees will update the Shift Supervisor at least once per week as to their ability to return to work.
6. Sick leave will be requested in advance for visits to, and/or appointments with doctors, dentists, practitioners, opticians, chiropractors and for the purpose of securing diagnostic examination, treatment and x-rays.

Section D – Leave Without Pay:

Leave without pay (LWOP) may be granted in accordance with applicable District Personnel Regulations, upon the employee's request.

Section E – Blood Donation:

Bargaining unit employees who donate blood to the American Red Cross or who donate blood to any District government employee in need of a blood transfusion, shall be given four (4) hours administrative leave for this purpose. The employee shall notify his/her immediate supervisor in advance to allow for the necessary approval and the Agency may request supporting documentation from the employee.

Section F – Family Medical Leave:

The Agency shall ensure that employees are informed of their rights under the Family Medical Leave Act.

ARTICLE 13 TRAINING

Section A:

The Union shall have membership on any standing Labor-Management body, Board or Committee, and will be entitled to express its views, make recommendations, and otherwise participate, except in selection of participants for training and determining how the budget will be spent.

Section B:

A record of an employee's training shall be documented and made a part of the employee's Agency Training Folders to be used as reference qualifications.