

**WORKING CONDITIONS  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DISTRICT OF COLUMBIA GOVERNMENT  
DEPARTMENT OF CORRECTIONS**

**AND**

**FRATERNAL ORDER OF POLICE –  
DEPARTMENT OF CORRECTIONS LABOR  
COMMITTEE**

**Effective FY 2016 through FY 2019**

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## **PREAMBLE**

### **Section A**

This Collective Bargaining Agreement (Agreement or CBA) is entered into between the District of Columbia Department of Corrections (Employer, Agency, Management or Agency) and the Fraternal Order of Police Department of Corrections Labor Committee (Union) hereinafter referred to jointly as "the Parties."

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

## **ARTICLE 1:                    RECOGNITION**

### **Section A:**

The Fraternal Order of Police/Department of Corrections Labor Committee has been designated by the employees in the unit described below as their preference for exclusive representation for the purpose of collective bargaining over terms and conditions of employment, including compensation, with the District of Columbia Department of Corrections.

UNIT:

"All employees of the D.C. Department of Corrections excluding managerial employees, confidential employees, supervisors, temporary employees,

physicians, dentist and podiatrist, institutional residents (inmates) employed by the Agency, or any employees employed in personnel work in other than a purely clerical capacity and employees engaged in administering provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.”

PERB Certification No. 73 (Jan 12, 1994).

## **ARTICLE 2: MANAGEMENT RIGHTS**

### **Section A:**

The Agency and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Code § 1-617.08, provides that the Agency shall retain the sole right, in accordance with applicable laws and rules and regulations.

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

### **Section B:**

All matters shall be deemed negotiable except those that are proscribed herein and by D.C. law. Negotiations concerning compensation are authorized to the extent provided in D.C. Code § 1-617.16.

**Section C:**

The parties recognize that such management rights are beyond the scope of collective bargaining.

**ARTICLE 3: EMPLOYEE RIGHTS**

**Section A:**

The Agency and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Code § 1-617.06 (a), provides that all employees shall have the right:

1. To organize a labor organization free from interference, restraint, or coercion;
2. To form, join, or assist any labor organization or to refrain from such activity;
3. To bargain collectively through representatives of their own choosing as provided in D.C. Code § 1-617; and
4. To refrain from any or all such activities under paragraphs (1), (2), and (3) of this section, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in D.C. Code § 1-617.11. However, an individual's right or status as an employee will not be affected because of membership or non-membership in the Union.

**Section B:**

The Agency and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Code § 1-617.06 (b), provides that:

Notwithstanding any other provision in this chapter, an individual employee may present a grievance at any time to his or her employer without the intervention of a labor organization: Provided, however, that the exclusive representative is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the complaint. Any employee or employees who utilize this avenue of presenting personal complaints to the employer may not do so under the name, or by representation, of a labor organization. Adjustments of grievances must be consistent with the terms of the applicable collective bargaining agreement. Where the employee is not represented by the union with exclusive recognition for the unit, no adjustment of a grievance shall be considered as a precedent or as

relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances.

**Section C:**

The Agency and the Union agree that employees have the right to participate in the management of the Union or act as a representative of the Union in the absence of any conflict.

**Section D:**

1. The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable laws, regulations and procedures.
2. The Union's role shall not be restricted in representing bargaining unit employees in their day-to-day labor-management relations as outlined by law, the Hatch Act, and Federal Labor Relations Authority decisions. Union officials represent the bargaining unit in their official capacity (e.g., providing interviews with the print or broadcast media, placing advertisements in newspapers, appearing on public talk shows and radio stations and speaking at conferences and conventions) without fear of reprisal from DOC.
3. The employee's right to open speech as a citizen addressing matters of public concern related to the Agency will be in accordance with the following:
  - a. No employee shall act as an official spokesperson for the DOC without the authorization of the Director through the Public Information Officer;
  - b. Employees are prohibited from releasing undisclosed Agency-related information to the public;
  - c. Employees approached by the media for an interview that has any bearing on DOC shall notify the PIO for appropriate review and authorization;
  - d. If the interview is of a private matter, it should not take place during official duty hours, while the employee is in uniform or on DOC property. In a private interview, reference to an employee's DOC affiliation is prohibited if it is presented in a manner that would lead a person to reasonably believe that the employee's statements or opinion are not of a private nature but those representing the DOC;

- e. Unless the Director so authorizes, employees who testify before a legislative committee, the courts or any other administrative or judicial body, shall not purport to speak on behalf of the Agency, shall not wear the DOC uniform, and shall not testify during the employee's tour of duty; and
  - f. Information provided to the media by a designated Agency spokesperson or employee shall not endanger or jeopardize investigative efforts of the DOC or other law enforcement agencies in cooperation with the Agency.
4. Any employee compelled to offer work-related testimony shall not suffer retaliation or intimidation. This section does not modify or diminish management's right to promulgate reasonable rules and regulations requiring that any such opinions be clearly disassociated from the Agency and its policies.

**Section E:**

It is understood that the employees in the bargaining unit shall have full protection of all articles of this Contract as long as they remain in the unit.

**Section F:**

Management shall not restrain, interfere with, coerce or discriminate against employees in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, the prosecution of grievances, and labor-management cooperation, or upon duly designated and recognized employee representatives acting on behalf of an employee or a group of employees within the bargaining unit.

**Section G:**

The Employer shall not take any action against any bargaining unit employees in reprisal for exercising any right under this Agreement. This section does not modify or diminish management's rights to take personnel actions under D.C. Code § 1-617.08, other applicable regulations, laws, and Agency orders, and other relevant articles in this Agreement.

**ARTICLE 4: UNION SECURITY AND DUES DEDUCTIONS**

**Section A:**

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

**Section B:**

Pursuant to D.C. Official Code § 1-617.07, the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights under Hudson v. Chicago Teachers Union Local No. 1, 743 F.2d 1187, 1191, aff'd 475 U.S. 292 (1986)(7th Cir. 1984) (Hudson), and related cases. The dues check-off authorization may be cancelled by the employee at any time during the duration of the contract. The Union shall provide a copy of its Hudson plan to the Employer, within one month of the effective date of this Agreement.

**Section C:**

The employee's authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB) on the D.C. Form 277, or other appropriate process.

**Section D:**

The Union dues shall be transmitted to the Union, minus a fee of \$1.25 for the administrative costs associated with the collection of said dues pursuant to executed dues check off authorizations.

**Section E:**

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fees shall pay reasonable costs incurred by the Union in representing such employees in grievance, adverse action or appeal proceedings in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA).

**Section F:**

The Employer and the District Government as a whole shall be indemnified and/or otherwise held harmless for any errors or omissions in the administration of this Article.

**Section G:**

The service fee applicable to non-union members shall be equal to the pro rata amount of dues based on the percentage of expenditures for chargeable activities under an annual audit completed by a certified public accountant. Should the Union's annual Hudson plan result in any challenges or objections, such challenges or objections shall be resolved through arbitration. The arbitration decision and award shall establish the amount of service fees for non-members.



**Section H:**

Following the employees' annual receipt of information required under Hudson and related cases, including the Union's audit performed by an independent certified public accountant, the Union shall submit any changes, including changes to the service fee amount, to the OLRCB which shall ensure that any changes are implemented within a reasonable time after receipt of such notice. Non-members shall indicate their payment of a fee equivalent to full union dues or the reduced Hudson fee, which will be equivalent to those chargeable fees determined through the appropriate procedure.

**Section I:**

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

**Section J:**

All service fees deducted after the effective date of this agreement will be pursuant to a valid Hudson plan that will be presented to OLRCB before service fees will continue or begin. If the Hudson plan is not submitted as required, then all service fees will be placed in escrow until the Hudson plan requirement is satisfied.

**Section K:**

When the Union notifies OLRCB of an increase in the dues and/or service fees to be withheld from the pay of unit members, such notice must identify the authority in the Constitution or Bylaws that support the increase and a statement that all procedures prerequisite to the increase were followed.

**ARTICLE 5:                   UNION-MANAGEMENT MEETINGS**

**Section A:**

1. It is agreed that Management, including the Director and the Union's Executive Board shall meet every month or as otherwise agreed to by the Parties to further labor-management cooperation as a standing Labor-Management Committee. Both Parties shall each designate no more than seven (7) employee members of the DOC to serve on this committee. Labor Management Committee meetings shall be distinguished from the Union's monthly meetings with the Warden of the D.C. Jail. (See Section C of this Article.) Meetings between the Union and the Warden of the jail shall be considered Operational Committee meetings of the Labor Management Committee. Membership in Operational Committee is not required for membership in the Executive Labor Management Committee.

2. If a designated member cannot attend, the parties shall notify each other at least one (1) day in advance of any scheduled Committee meeting if an alternate employee will attend in the absence of the designated member. The members of the standing Labor-Management Committee appointed by the Union shall be granted official time to attend the Labor Management Committee and Operational Committee meetings when such meetings occur during the regular working hours of the employees.

#### **Section B:**

It shall be the function of this Labor-Management Committee to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters that either party believes will contribute to improvements in the relations between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be a subject of discussion at these meetings. Other meetings of the Executive Labor-Management Committee may be scheduled as the need arises upon mutual agreement of the parties and reasonable notice, and the parties will make allowances for emergency meetings when warranted.

#### **Section C:**

The Warden, along with no more than seven (7) designated staff representatives will meet monthly with no more than seven (7) Union employee representatives as a standing Operational Labor-Management Committee to discuss and review common interests for promoting labor-management cooperation at the institutional level addressing issues specific to the D.C. Jail and any other operational facilities or operational functions of the Agency falling under the Warden's purview. Other meetings may be held when the need arises upon mutual agreement of the parties. Issues pertaining to the D.C. Jail and any other operational facilities or functions of the Agency falling under the Warden's purview shall be addressed first at the Operational Committee level with the Warden prior to being raised with the Director at the Executive Labor Management Committee, time permitting. If resolution is not possible after meeting with the Warden, then the matter may be addressed at the Executive Labor Management Committee with the Director. Other meetings of the Committee may be scheduled as the need arises upon mutual agreement of the parties and reasonable notice, and the parties will make allowances for emergency meetings when warranted.

#### **Section D:**

For both Labor-Management Committee and the Labor Management Operational Committee meetings, the Parties agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meetings. If unusual circumstances or timeliness of events do not allow for discussion of items on the agenda submitted in advance of the meeting, the issues thus presented might either be discussed by both parties or tabled for later discussion by either Party.

**Section E:**

The parties will take their own minutes/notes of the Executive and Operational Labor Management Committee meetings. The parties will exchange copies of the minutes within five (5) working days before the next Labor Management Committee meeting and the parties will address any discrepancies/inconsistencies at the next Labor-Management Committee meeting.

**Section F:**

All union and management designated members and alternates on the Labor Management Committee and Operational Committee must be active DOC employees.

**Section G:**

The Agency shall notify and provide the Union with the opportunity to bargain regarding new policies or procedures that are subject to the duty of bargaining before implementation.

**ARTICLE 6      EQUAL EMPLOYMENT OPPORTUNITY**

**Section A: General Provisions:**

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, age, marital status, sexual orientation, sex, political affiliation, physical handicap, or as otherwise provided by law.

**Section B: Equal Employment Practices:**

The Employer agrees to vigorously continue the implementation of its Equal Employment Opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Agency/Agency's Affirmative Action Plan will be observed.

**Section C:**

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Agency's Affirmative Action Counselors, and be permitted to meet with Agency EEO officials to discuss implementation of the Affirmative Action Plan including Agency policies and programs.

**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 OLR CB 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 OLR CB 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.

### **Section C:**

Opportunities for employee development through outside educational programs which are related to performance of official duties will be made available as applicable.

### **Section D:**

When the Employer is aware of locally available training, it will post copies of such training opportunities and provide the Union with copies of the training announcement.

### **Section E:**

1. The Agency shall provide requisite Basic Correctional Training (BCT) to all newly hired correctional officers and criminal investigators upon their entrance on duty and pre-service training as required. All non-uniform employees shall be required to complete pre-service training in line with Agency requirements. Such training shall be provided consistent with duty assignments and the implementation of new policies and procedures, to provide the skills necessary to perform the duties of their jobs.
2. Management retains the right to determine the amount, frequency, timing and manner in which the training shall be conducted, consistent with management rights. Management shall consider individual requests for additional training. Scheduled in-service training may be temporarily suspended or modified only by the Director or Deputy Director. The Union's Chairperson will be promptly notified in writing.

### **Section F: Firearms Training:**

1. Qualifying in firearms is a condition of employment for bargaining unit employees whose duties and responsibilities requires them to be able to use and carry firearms and ammunition. All correctional officers and criminal investigators must be eligible to use and carry firearms and ammunition in accordance with the requirements of their position, applicable D.C. and federal law in the performance of their official duties. All correctional officers and criminal investigators shall receive the appropriate range and firearm training. In addition, refresher training in the Agency's policies concerning the use of deadly force will also be provided to eligible employees.
2. Employees removed from Correctional Officer and Criminal Investigator Status (such as reinstated employees, etc.) for more than two (2) years shall be required to complete the In-Service Training Academy prior to returning to active duty.

3. Employees who fail to qualify and/or re-qualify with the firearm will be allowed one additional attempt to qualify/re-qualify after the initial attempt to qualify/re-qualify. Attempts to qualify/re-qualify must be undertaken in an Agency approved facility and with Agency approved instructors and on the Agency's time. Employees must successfully qualify/re-qualify in the use of a firearm as a condition of employment and/or continued employment.

## **ARTICLE 14                      HEALTH AND SAFETY**

### **Section A: Employees Working Alone:**

If employees are required to work in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery area is to be handled, the Agency shall take reasonable and necessary precautions to ensure the health and safety of an employee who might be endangered by working alone.

### **Section B: Medical Service: On-the-Job Injury:**

The Agency shall make first-aid kits reasonably available for use at each facility where bargaining unit employees are assigned for on-the-job injuries. A defibrillator will be made available on each floor (North and South Side) of the D.C. jail. If additional treatment appears to be necessary, the Agency shall arrange immediately for transportation to an appropriate medical facility.

### **Section C: Emergency and Preventive Services:**

1. The Employer agrees to provide emergency diagnosis and treatment, within the competence of the professional staff and the capability of the facilities health services unit, for employees who are injured or become ill during working hours.
2. The Employer will have preventive health services programs. The Agency will inform employees of health education and disease screening. All employees will be alerted immediately to the presence of major or serious infectious diseases in the workplace, and any such issues will be discussed at the next regularly scheduled Labor Management Committee meeting following the discovery of the issue.

### **Section D: Worker's Compensation Issues:**

The Agency agrees to follow D.C. law regarding worker's compensation issues, including requests for light duty work. Nothing in this Article or this Agreement shall be interpreted to extend to employees or the Union the right to file a grievance on worker's

compensation issues through the negotiated grievance procedure under Article 10 of this Agreement.

**Section E: Excessive Temperatures in Buildings:**

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. Administrative leave will be granted if authorized by the Mayor or his/her designee.

**Section F: Employee Health Services:**

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Code Section 1-620.07).

**Section G: Maintenance of Health Records:**

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31A of the D.C. Personnel Manual and Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information.

**Section H:**

The Employer agrees to follow applicable Mayor's Order(s) and D.C. regulations regarding ergonomic policy for use of video display terminals.

**Section I:**

The Employer agrees to provide relief to correctional staff within a reasonable period of time for employees in areas where toilet facilities are not readily accessible.

**Section J:**

The Union may make recommendations to the Warden or the Director regarding detection methods used to prevent the introduction of contraband into the facilities.

**Section K: Working Conditions:**

1. The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts by encouraging its

members to work in a safe manner and to obey established safety practices and regulations.

2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XX of the Comprehensive Merit Personnel Act (2001, as amended, D.C. Code section 1-620.01 et seq.) or other relevant applicable regulations.

**Section L: Corrective Actions:**

1. If an employee observes a condition that he or she believes to be unsafe, the employee shall report the condition to the immediate supervisor.
2. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.
3. If the supervisor determines that a condition does not constitute an immediate hazard to the health and safety of the employee and the employee disagrees, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall make an immediate determination as to whether the condition constitutes an immediate hazard to the health and safety of the employee. An employee will not be required to operate unsafe equipment or work in conditions reported as unsafe or hazardous until the next level supervisor or designee has determined that the conditions or equipment are safe.
4. Matters related to alleged unsafe working areas or equipment may be brought to the attention of the safety committee.
5. Employees shall not be required to operate unsafe equipment that has been so determined by the Agency or the D. C. Chief Risk Officer.

**Section M: Safety Devices and Equipment:**

Protective devices and protective equipment as determined appropriate by the Employer or other competent authority shall be provided by the Agency and shall be used by the employees.

**Section N: Safety Training:**

1. The Agency shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Risk Assessment Control Committee.



2. The Agency shall make CPR training available.

**Section O: Risk Assessment Control Committee:**

1. The Agency agrees that the Union shall have two (2) members, one (1) correctional and one (1) non-correctional, on the Agency's Risk Assessment Control Committee. Committee meetings will be held during working hours without loss of pay or leave to employees.
2. One (1) Union and one (1) Agency representative shall each serve as co-chairpersons of the Committee.
3. The Risk Assessment Control Committee shall:
  - a. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings, labor and management must submit their respective agendas to each other at least five (5) days in advance;
  - b. Conduct safety surveys, consider training needs, and make recommendations to the Director;
  - c. Consult with and advise the Director; and,
  - d. Receive appropriate health and safety training.
4. The Director (or his/her designee) shall inform the Committee, within a reasonable time after submission to the Director, whether any action was taken on safety matters initiated by the Committee.

**Section P:**

In January of each year, the Agency agrees to provide the Risk Assessment Control Committee members with a copy of all current D.C. Safety Officers, or Agency Risk Managers, and revisions as they occur.

**Section Q:**

The Union and the Agency will make every effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the welfare of injured employees consistent with medical protocol.

**Section R:**

Transportation service shall be provided to transport injured employees on the compound for appropriate medical services. EMS services will be made available if determined appropriate by medical staff.

**Section S:**

Forms and other documentation related to worker's compensation will be filed consistent with established procedures.

**Section T: Line of Duty Death**

The Agency will notify the Union's Chairperson within 24 hours in the event of a death of a bargaining unit employee in the line of duty. The Agency will assist in the processing of requisite employment related insurance and certification paperwork.

**ARTICLE 15                      REDUCTION-IN-FORCE**

**Section A:**

The Employer agrees to notify the Union of proposed reduction-in-force (RIF) actions that may adversely affect unit employees. The Employer will consider the Union's views regarding minimizing the number of adversely affected unit employees.

**Section B:**

Following the guidelines contained in the District of Columbia Personnel Manual, the Department agrees to minimize the effect on bargaining unit employees to the extent practicable. In the event of a RIF the procedures outlined in the laws and regulations of the District of Columbia will be utilized.

**ARTICLE 16                      UNIFORMS**

**Section A:**

All employees required to wear uniforms in the performance of duties shall adhere to all Agency policies and standards on uniforms. The Agency shall provide uniforms to correctional officers and maintenance staff.

**Section B:**

Whenever uniform items become unserviceable, the employee shall make notification in accordance with the Agency's uniform policy. The employee shall bring those items to

the warehouse. The Agency shall replace all uniform items that are determined by the agency to be unserviceable.

**Section C:**

If a correctional officer is pregnant and on active duty, the Agency shall make available suitable uniform clothing, upon the employee's request.

**Section D:**

Recommendations from the Union regarding uniforms may be included as an agenda item at Labor Management Meetings.

**ARTICLE 17      DETAILS, TEMPORARY PROMOTIONS AND PAY  
IN HIGHER GRADE POSITIONS**

**Section A:**

Details or temporary promotions shall be made in accordance with appropriate provisions of the District Personnel Manual.

**Section B: Acting Pay:**

An employee detailed or assigned to a higher grade position, approved through the Director for more than thirty (30) consecutive days shall receive the higher rate of pay beginning the first full pay period following the thirty (30) day period. If Management decides to reassign an employee to a higher-grade position after the employee returns from the approved leave or disability compensation, such absences will not be considered a break in the consecutive day requirement.

**Section C:**

Management will ensure that an employee assigned or detailed to a higher grade position is not arbitrarily removed from detail and then reinstated to the detail in order to avoid paying the higher rate of pay in accordance with Section B of this Article.

**Section D:**

Details or assignments to a higher-grade position shall not be used as a pre-selection device. The preceding term "pre-selection device" refers to recurring patterns of selecting individuals for promotion who are not qualified but who are assigned or detailed to the higher-grade position as provided in the Article.

### **Section E:**

Competitive placement procedures will be utilized for all higher grade details extending beyond 120 days to established positions and 240 days to unestablished positions.

### **Section F:**

Management will generate the appropriate paper work (Form 52) for employees detailed/assigned to another position extending beyond thirty (30) days.

### **Section G:**

1. Management will notify the Union of all bargaining unit employees detailed or assigned to supervisory/managerial positions so that the Union can remove that employee from its roles as Union Officials or representatives during the period he/she is detailed or assigned to the supervisory position.
2. Employees detailed or temporarily promoted to a supervisory/management capacity will remain in the unit while serving in a detailed supervisory or management position. Such employees will not have any rights to grieve any issues concerning or arising from their supervisory/management duties and responsibilities nor will their status as bargaining unit members be negatively impacted by virtue of being detailed to a supervisory/management position. Disciplinary action arising solely from acting supervisory duties will result in the termination of the detail or temporary promotion and the employee will return to his/her position of record within the bargaining unit. During the detail or temporary promotion, if an employee is disciplined (including removal) for actions affecting or violating duties and responsibilities as a correctional officer within the bargaining unit, then the employee will have access to/rights to grieve the disciplinary action through the negotiated grievance procedure.
3. For the period of the detail or temporary promotion to a supervisory/management position, the employees are precluded from engaging in union activity as an employee union representative or Union official.

### **Section H:**

Bargaining unit employees shall be given the first opportunity to be assigned to details and temporary promotions into bargaining unit positions provided that they are qualified and available to perform the duties.

## ARTICLE 18

## DISTRIBUTION OF OVERTIME AND TOUR OF DUTY

### Section A:

Management retains the unfettered right to determine necessary job requirements for assignments and to determine the employees who are eligible to work the assignments.

### Section B:

Where management determines that employees are equally capable to perform overtime assignments, overtime will be offered to employees on a volunteer basis according to the requirements of the post to be filled and distributed equitably among those employees.

### Section C: Overtime:

#### 1. Voluntary Overtime

A list shall be posted for employees to sign up for overtime. The employee must be present to sign his/her own name on the list. Correctional Officers, Grade 6 through 9 will be selected for overtime in descending order from the voluntary sign up list. Management will not arbitrarily deny employees overtime. If an employee's name is skipped over, the supervisor must justify to the employee, in writing, the reason for denying overtime work.

#### 2. Mandatory Overtime

Based on operational demand and/or emergencies when it becomes necessary for management to order mandatory overtime, prior to invoking a draft, management will first attempt to locate volunteers or employees in an off duty status. If there is still a need, selections will be made among all employees (including those assigned to non-bid special skills post) in alphabetical order regardless of rank (Grades 6 through 9). An employee will not be required to work more than eight (8) hours of overtime per day unless unforeseen emergencies arise (inclement weather, disturbances, interstate transports, etc.). Employees shall be paid at the appropriate overtime rate for mandatory overtime hours worked. An employee may be paid straight time or compensatory time for ordered mandatory overtime if mutually agreed to by the parties in advance.

#### 3. Records of employees' voluntary and mandatory overtime performed shall be maintained by the Employer and made available to the Union upon request.

4. The provision of this Article shall apply to employees who are required to work overtime.

#### **Section D: Shift Change:**

Annual changes in shift will be distributed and rotated equitably among qualified employees in accordance with internal policies and procedures.

1. The Union's Chairperson or designee will have ex-Officio membership as an observer on any joint labor-management committee regarding applicable annual shift change procedures. Any newly created post or modification of an existing post (days off, duty hours, former bid post which are converted to non-bid special skill post, etc.) will be submitted to the Work Force Utilization Committee prior to implementation.
2. Employees will not be arbitrarily removed or reassigned from a post they obtained through the Master Roster bid process. When management determines a need to remove or reassign an employee from a post assignment they shall notify the employee and the Union of the reason for the reassignment (and provide any supporting documentation, if applicable). Notice shall include the specific reason(s) that precipitated the proposed reassignment, if applicable, including performance deficiencies or the specific reason(s) for the manager's conclusion that a reassignment is in the best interest of the shift, facility or Agency. If management determines that a reassignment for the remainder of post term is necessary, management shall provide the employee with a written explanation of why the reassignment is necessary to meet the needs of the Agency.
3. The same provisions of this Article shall apply for all non-uniformed employees who are required to perform rotating shift work.
4. A record of employees' shift change and assigned days off will be submitted to the Union for review.
5. Employees are required to update information on their locator sheet as soon as changes are warranted, but in all cases, where changes are warranted they must be made within thirty (30) days.

#### **Section E:**

To be eligible for a post overtime assignment employees must be able to perform the duties of the post as set forth in the post orders.

## **ARTICLE 19**

## **MERIT STAFFING/PROMOTIONS**

### **Section A:**

Merit staffing and promotions procedures shall be implemented in accordance with the applicable provisions of the DPM as implemented in the DCHR Merit Staffing Plan and this Article.

### **Section B:**

1. The Agency will administer the following practices and principles:
  - a. The Employer will announce all job vacancies for at least ten (10) business days. A copy of the vacancy announcements will be provided to the Union by electronic mail.
  - b. Based on established DCHR procedures and qualifications, applicants will be evaluated and list qualified or unqualified (if so evaluated). Applicants will be referred to the selecting official with all the mandatory hiring preferences applied as required by DCHR rules and regulations.
  - c. Copies of Merit Staffing/Promotion Program Statement will be provided to the Union's Chairperson and can be accessed through the Agency's website and on LotusNotes.
  
2. The Union will have ex-officio membership as an observer on merit staffing panels to fill positions within the bargaining unit. The Union representative must be the same grade or higher than the position being filled. The Chairman of the Union is excluded from this restriction. The Union representative shall not participate in management's deliberations or the selection of candidates.

### **Section C:**

For non-correctional vacancies, if one (1) eligible candidate who is certified for consideration is interviewed, then all such candidates will be interviewed.

### **Section D:**

If the Agency returns a certification of eligible candidates for bargaining unit positions without selection the Agency shall provide notification to the Union.

### **Section E:**

No employee can file a grievance for non-selection unless there has been a violation of the DPM.

**Section F:**

Upon a determination that a procedural violation occurred and a candidate was erroneously appointed or promoted, Management will initiate the remedial action in accordance with the DPM, Chapter 8, within 45 days.

**ARTICLE 20                      POSITION DESCRIPTIONS**

**Section A:**

Each bargaining unit employee will receive a copy of his/her position description by the DOC Office of Human Resources Management upon entry to duty or at the time of orientation. In addition, as position descriptions are revised, employees will receive a copy of the revised position description. Position descriptions will be furnished to the Union upon request.

**Section B:**

The clause found in job descriptions "performs other duties as assigned" shall be construed to mean the employee may be assigned to other duties that are nominally related to regular assignments. The Employer recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times the Employer must deviate from this policy. When such deviation is necessary, the Employer will make every effort to assign employees whose normal duties and pay levels are most nearly associated with the job to be assigned.

**Section C:**

Position classification appeals are not subject to the negotiated grievance procedure.

**Section D:**

An employee may request a review of his/her position classification. Such request will be submitted orally to the appropriate supervisor who will meet with the employee (and representative, if any) to discuss the matter and the circumstances leading up to the request for review. If the matter is not resolved, the employee may file a request for review through the DCHR classification unit.



## **ARTICLE 21**

## **PERSONNEL FILES**

### **Section A:**

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the D.C. Office of Human Resources (DCHR) in accordance with DCHR policies and procedures.

### **Section B:**

Upon request, and in accordance with regulations and procedures issued by the DCHR, employees shall have the right to examine the contents of their Official Personnel Folder and to obtain copies of any documents therein.

### **Section C:**

The rights of employees pertaining to their Official Personnel Folder as referenced above shall apply to employees' information and/or training folders maintained by the Employer on the employee.

### **Section D:**

Upon request, the Employer shall provide the employee a copy of final reports and internal investigations related to the employee's performance, inmate complaints against employees and other work related matters concerning the employee when it results in disciplinary action.

### **Section E:**

Consistent with DCHR procedures, all persons who are authorized to review a personnel file must sign an Access Card. The access card signed by all those who have requested and been given access to the employee's file, shall be made available for review by the employee.

### **Section F:**

Upon presentation of written authorization by an employee, an employee's personnel records may be disclosed to his/her representative or other entity(ies) designated by the employee. The written authorization shall specify the documents and/or records to be disclosed or the degree of access permitted by the employee.

### **Section G:**

The employer will make a reasonable effort to ensure that inmates do not have access to employees' files and records.

**Section H:**

Requests for copies of Official Personnel Files must be made to DCHR.

**ARTICLE 22                      TRANSFERS**

It is recognized that the Employer has the right to transfer or reassign employees whenever the interest of the Agency so requires.

**ARTICLE 23                      RETIREMENT COUNSELING**

**Section A:**

Upon entry on duty, the Employer will ensure that bargaining unit employees are provided counseling and information regarding retirement, including information on voluntary deductions, benefits and insurance. This provision may be satisfied through New Employee Orientation, provided by the District's Department of Human Resources.

**Section B:**

Eligible bargaining unit employees, defined as (1) employees covered by the Civil Service Retirement Program and who are within one (1) year of reaching age fifty (50) and having 19 years of creditable service, and (2) employees not covered by the Civil Service Retirement Program but who have completed at least seventeen (17) years of service with the District of Columbia government and who have notified the Department of their intention of separating from District Service within the next three years from the date of notification, will be afforded the opportunity to engage in individualized retirement or separation counseling. Such opportunity shall be afforded no more than once per year to an individual employee from the date of notification.

**Section C:**

The Agency shall ensure that during individualized retirement or separation counseling sessions, eligible employees are provided with a complete retirement or separation information package, to include current separation or retirement (as applicable) procedures, criteria for continuing benefits, options for distribution, estimated monthly amounts the employee can expect to receive and a projected date of their initial distribution check and other benefits to which they may be entitled.

**Section D:**

Within ten (10) working days of notification from an employee to the Agency that he/she intends to retire or separate from D.C. Government service, the Agency will notify each

employee of their assigned D.C. Department of Human Resources Retirement/Separation Counselor.

**Section E:**

At least annually, the Agency will arrange for ING (or its successor/replacement) to conduct informational retirement planning sessions for bargaining unit employees. Such informational sessions shall be scheduled at a time and held at a facility that will maximize participation of bargaining unit employees, without compromising the safety and security of the Agency's facilities and operations.

**ARTICLE 24                      LIGHT DUTY**

**Section A:**

The D.C. Office of Risk Management will govern light duty assignments. Assignments to light duty may not be available for every employee who desires it, nor is there any assurance such an assignment will continue as long as the employee's limited circumstances persist. Any light duty assignment shall be temporary. The Employer will make every effort to provide light duty assignments which are temporary in nature as follows:

1. To be eligible for light duty, the employee's limitations must be certified by the employee's attending physician. The certification must identify the employee's impairment(s); the physical limitations associated with the impairment(s); the type of work he or she is capable of performing; and the duration of the impairment.
2. When there are more requests for light duty than are light duty assignments available, assignments shall be made in order of the employee's request given that management has determined the employees are equally qualified.
3. Upon request, the Agency designee shall provide the Union with a list of the assignments for all collective bargaining unit members on light duty.

**ARTICLE 25                      PERFORMANCE COUNSELING**

**Section A:**

If an employee is to be denied his/her periodic step increase he/she shall be so notified by his/her immediate supervisor in advance in writing.

**Section B:**

Such notification shall include;

1. An explanation of each aspect of performance in which the employee's services fall below a satisfactory level and how this renders his/her performance on the job as a whole below a satisfactory level; and,
2. A statement of the satisfactory level of performance on each of those work aspects; and
3. Advice as to what the employee must do to bring his/her performance up to the satisfactory level.

**Section C:**

Notification as stipulated above shall be made in advance of denial of the periodic step increase and the employee shall be given at least sixty (60) days to bring such performance up to a satisfactory level.

**ARTICLE 26                      NO STRIKE OR LOCKOUT**

**Section A:**

Under the provisions of D.C. Code § 1-617.05, it is unlawful to participate in, authorize, or ratify a strike.

**Section B:**

The term "strike" as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown and shall be defined in accordance with D.C. Code § 1-617.05.

**Section C:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Agency in a strike situation retains the right to close down any facilities to provide for the safety of employees, property, inmates, or the public.

**Section D:**

In the event of a strike as defined by this Article, and upon receipt of notice from the Employer of any strike, within eight (8) hours the Union shall publicly disavow the action by posting notices and issuing a news release to the media stating that the strike is

unauthorized. Notwithstanding the acceptance of the existence of any strike, the Union will use every reasonable effort in cooperation with the Employer to terminate the strike.

**Section E:**

It is recognized that any employee who participates in or initiates a strike as defined herein may be subject to disciplinary action.

**ARTICLE 27                      PROTECTED DISCLOSURE**

**Section A:**

Pursuant to D.C. Code § 1-615.51 *et seq.*, employees shall be free to make a protected disclosure of information, that is not specifically prohibited by statute, by reporting gross mismanagement; gross misuse or waste of public resources or funds; abuse of authority in connection with the administration of a public program or the execution of a public contract; a violation of law, rule or regulation or of a term of contract between the District government and a District government contractor which is not of merely technical or minimal nature; or, a substantial and specific danger to the public health and safety. Said disclosures shall be made to any of the official governmental entities prescribed by law.

**Section B:**

Pursuant to D.C. Code § 1-615.51 *et seq.*, the Employer's representatives shall not threaten to take or take a prohibited personnel action or otherwise retaliate against an employee because of the employee's protected disclosure or because of an employee's refusal to comply with an illegal order. As defined by the D.C. Code § 1-615.52, prohibited personnel actions include recommended, threatened, or actual termination, demotion, suspension, or reprimand; involuntary transfer, reassignment, or detail; referral for psychiatric or psychological counseling; failure to promote or hire or take other favorable personnel action; or retaliating in any other manner against an employee.

**ARTICLE 28                      DISTRIBUTION**

The Agreement shall be available on the Agency's website.

**ARTICLE 29                      GENERAL**

Employees are required to update information on their locator sheet as soon as changes are warranted, but in all cases, where changes are warranted, they must be made within thirty (30) days.

## **ARTICLE 30**

## **LIABILITY**

### **Section A:**

The Employer shall provide, at its cost, legal representation to any employee who is a named defendant in a civil action arising out of acts committed by the employee within the legal scope of his/her employment, provided however that such representation is requested by the employee no more than five (5) calendar days after the service of process and that such representation would not pose a conflict of interest or potential conflict of interest.

### **Section B:**

Representation will be provided through the Office of the Attorney General. The decision of the Attorney General on whether to represent an employee shall be final. Should the Attorney General decline to represent the employee, the employee may be represented by any private attorney of his/her choice. The Employer will reimburse the employee for reasonable attorney fees (as determined by the Court) incurred in the employee's defense of the action.

### **Section C:**

Representation will generally not be provided where the employee has been found to have engaged in willful misconduct that has resulted in disciplinary action against him/her as a result of his/her conduct with respect to the matter in question.

## **ARTICLE 31**

## **DRUG AND ALCOHOL SCREENING**

### **Section A:**

To the extent not inconsistent with the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, drug and alcohol screening of bargaining unit employees will be conducted in accordance with the Agency's Mandatory Employee Drug and Alcohol Testing Program (MEDAT) set forth in Standard Operating Procedure 6050.4B. Any confirmed positive test results or refusal to submit to the test shall be grounds for termination of employment pursuant to the policies and procedures in the MEDAT Standard Operating Procedure 6050.4B.

### **Section B:**

To the extent not inconsistent with the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, the Agency agrees to assist career employees who voluntarily concede substance abuse dependency prior to either testing positive for illicit drugs or alcohol. In such cases, the employee will be required to enroll and complete a certified

substance abuse program. The employee will be subjected to a one year probationary period after completing the substance abuse program and will submit to drug and alcohol testing as frequently as the employer deems appropriate. The employee will be subjected to summary removal for any positive drug or alcohol testing results during the probationary period.

**Section C:**

Management retains the right to render the final decision as to whether an employee will be offered the option to rehabilitate in lieu of termination.

**ARTICLE 32                      CONTRACTING OUT**

**Section A:**

Prior to contracting out which deviates from the Agency's past practices, the Employer agrees to consider existing resources, to consult with the Union and to consider the views, recommendations or suggestions offered by the Union.

**Section B:**

The Agency agrees to notify the Union of any contracting out actions which will displace any bargaining unit employee(s). The Employer further agrees to minimize displacement of bargaining unit employees through realignment and retraining consistent with applicable laws and regulations.

**ARTICLE 33                      EMPLOYEE RECOGNITION  
   COMMITTEE**

The Union shall have membership on any standing employee recognition committee and will be entitled to express its views, make recommendations and otherwise participate. The committee shall address employee recognition to the extent not inconsistent with management rights and the Incentive Awards Policy found in DPM, Chapter 19.

**ARTICLE 34                      SAVINGS CLAUSE**

In the event that any part or provision of this Agreement shall at any time be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, such invalidation shall not affect any other part or provision hereof, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Where

appropriate, and upon request of either party, the parties shall meet within 120 days to negotiate any substitute provision(s).

## **ARTICLE 35      DURATION AND FINALITY OF AGREEMENT**

### **Section A:**

This Agreement shall remain in full force and effect until September 30, 2019. The Agreement will become effective upon the Mayor's approval subject to the provisions of D.C. Code §1- 617.15 (2014 Repl. and 2016 Supp.) and ratification by the Union. If disapproved because certain provisions are asserted to be contrary to applicable law of if not ratified by the Union, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

### **Section B:**

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. The Employer and the Union agree to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

### **Section C:**

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

### **Section D:**

This Agreement shall remain in effect until September 30, 2019, in accordance with Section A of this Article, and may be automatically renewed for one (1) year periods unless either party gives written notice of its intention to terminate or modify the Agreement no later than 120 days prior to the expiration of the agreement.

### **Section E:**

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control provided, however, that if the Employer desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees, the Employer shall provide the Union with advance



notice of the change and upon written request of the Union, the parties shall negotiate the impact and effects of such change.

**Section F:**

All citations to the D.C. Code within this Agreement are to the 2001 Edition, unless stated otherwise.

On this 2<sup>nd</sup> day of November, 2016, and in witness to this Working Conditions Collective Bargaining Agreement between the District of Columbia Department of Corrections and the Fraternal Order of Police/Department of Corrections Labor Committee, the parties hereto set their signatures.

**For the District of Columbia Government  
Department of Corrections**

**For the Fraternal Order of Police/  
Department of Corrections Labor  
Committee**



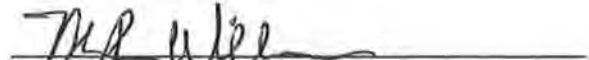
**Thomas N. Faust  
Director, Department of Corrections**



**Sgt. John Rosser, Chairperson  
FOP-DOC Labor Committee**



**Lionel C. Sims Jr., Esq.  
Director, OLR CB**



**Mack Wilson  
Negotiation Team Member**



**Dean S. Aqi  
Supervisory Attorney Advisor, OLR CB**



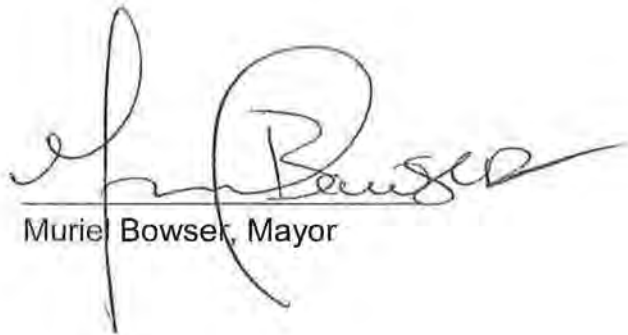
**Theresa Capers  
Negotiation Team Member**



**Paulette S. Hutchings-Johnson  
Labor Liaison, Department of Corrections**

## APPROVAL

The Collective Bargaining Agreement between the District of Columbia Department of Corrections and the Fraternal Order of Police/Department of Corrections Labor Committee dated November 2, 2016 has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 2<sup>nd</sup> day of November, 2016.

A handwritten signature in black ink, appearing to read "Muriel Bowser", is written over a horizontal line. The signature is stylized and cursive.

Muriel Bowser, Mayor

# Attachment 1

OFFICIAL TIME REPORT

REPORTING PERIOD (each pay period)

OFFICIAL TIME SPENT ON UNION ACTIVITIES

FROM \_\_\_\_\_ TO \_\_\_\_\_

Name of Union Representative (Last Name, First, Middle Initial)

Name of Supervisor Submitting Report

Organization (Agency, Division, Branch)

\* Representational Functions of Official Time (Activity) as identified in Article , Section : [See Reverse Side]

[Union Representative: complete chart and have your supervisor initial last column.]

Date	Requested Time From: am/pm To: am/pm	Total Time Requested	Actual Time From: am/pm To: am/pm		Total Time Used	*Activity (1-21) (Identify all that apply)	Union Rep. Initial	Supv. Approving Initials <u>1/</u>	Amended Actual Time

Upon request from the Union representative to the manager/supervisor from whom the official time request was submitted, a written statement setting forth the reason(s) for the disapproval and the time when the Union representative may expect to be released.

Distribution: Original to Office of Labor Relations and Collective Bargaining

Copy kept by Supervisor & Union Representative

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):

1.	negotiations;
2.	discussions between Employer representatives and employees concerning personnel policies, practices, and matters affecting working conditions;
3.	any appeal proceeding or other forum in which the Union is representing an employee or the Union pursuant to its obligations under relevant contract provisions, regulations, or law;
4.	grievance meetings and arbitration hearings;
5.	EEO complaint settlements, and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedure, or if the Union is representing the employee;
6.	a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
7.	any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representatives of the employee;
8.	any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
9.	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 DPM and the employee has requested representation;
10.	informal consultation meetings between the Employer and the Union;
11.	conferring with effected employees about matters for which remedial relief is available under the terms of this Agreement;
12.	preparation of reports, forms, and documents required by law or regulation concerning the proper operation and administration of a labor organization;
13.	to effectuate contacts with officials of government including the Mayor, the Council, Congress and their staffs;
14.	attendance at meetings of committees on which Union representatives are authorized membership by the Employer or this Agreement;
15.	attendance at labor-management partnership meetings or other cooperative effort;
16.	attendance at agency recognized/sponsored activities to which the Union has been invited;
17.	to attend training or other activities designed primarily to further the interests of the Government by improving the Labor-Management relationship;
18.	travel to any of the activities listed above.
19.	
20.	

ARBITRATION PANEL

1. Paul Greenberg
2. Gloria Johnson
3. Andrew Strongin, Jr.
4. M. David Vaughn
5. Barry Shapiro
6. Charles Feigenbaum
7. Lois Hochhauser
8. Jerome Ross
9. Joyce Klein