

**THE COLLECTIVE
BARGAINING AGREEMENT**

BETWEEN

**THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES**

AND

**THE AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
LOCAL 1000**

**EFFECTIVE SEPTEMBER 30, 1995
FY95 thru FY98**



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
MARION BARRY, JR., MAYOR**

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
1	COVERAGE AND RECOGNITION	1
2	GOVERNING LAWS AND REGULATIONS	2
3	LABOR-MANAGEMENT RELATIONS	2
4	INFORMATION REPORTS	3
5	DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES	4
6	UNION DUES AND WITHHOLDING	4
7	OFFICIAL TIME	6
8	FACILITIES AND SERVICES	7
9	EMPLOYEE RIGHTS	9
10	HOURS OF WORK	10
11	CONTRACTING OUT	11
12	LEAVE	11
13	REDUCTION-IN-FORCE	14
14	POSITION MANAGEMENT AND CLASSIFICATION	15
15	TRAINING AND CAREER DEVELOPMENT	16
16	PERFORMANCE EVALUATION	17
17	CORRECTIVE AND ADVERSE ACTION	18
18	MERIT STAFFING	19
19	DETAILS AND TEMPORARY PROMOTIONS	21
20	REASSIGNMENTS	23
21	TEMPORARY AND TERM EMPLOYEES	23
22	EQUAL EMPLOYMENT OPPORTUNITY	24
23	CONSULTATION AND COUNSELING	24
24	SAFETY AND HEALTH	25
25	MANAGEMENT RIGHTS	27
26	NO STRIKE - NO LOCKOUT	27
27	IMPROVED BENEFITS	28
28	REORGANIZATION OR REALIGNMENT	28
29	HOLIDAYS	29
30	GRIEVANCE AND ARBITRATION PROCEDURE	30
31	PRODUCTION STANDARDS	33
32	UPWARD MOBILITY	33
33	SAVINGS CLAUSE	34
34	DURATION AND FINALITY	34

PREAMBLE

This Agreement constitutes a collective bargaining agreement on non-compensatory issues between the American Federation of Government Employees, Local 1000, hereinafter referred to as "the Local" or "the Union", and the District of Columbia Department of Employment Services, hereinafter referred to as "the Department" or "Management".

ARTICLE 1

COVERAGE AND RECOGNITION

SECTION 1 - RECOGNITION:

Local 1000, American Federation of Government Employees, AFL-CIO is recognized as the sole and exclusive representative of all employees in the Bargaining Unit as defined in Section 2 of this Article. The Local is hereby entitled to negotiate agreements covering and representing the interests of all employees in the Bargaining Unit.

SECTION 2 - COVERAGE:

The Bargaining Unit consists of all non-professional employees in the Department, except those under Section 3 of this Article.

SECTION 3 - EXCLUSION FROM COVERAGE:

The following employees are excluded from the Bargaining Unit covered by this Agreement.

- a. All management officials;
- b. All supervisory employees;
- c. ~~Employees on temporary appointments of six (6)~~ months or less and participants in training and work experience programs;
- d. Employees in the Office of the Director and the Compliance and Independent Monitoring Staff, except employees in the Quality Control Unit;
- e. Employees in the Office of Budget and Accounting, except employees in purely clerical positions;
- f. Confidential employees; and,
- g. Employees administering the provisions of Title 1, Chapter 6, Subchapter XVII of the D.C. Code, 1981 Edition.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1 - GENERAL:

In the event any applicable D.C. Government-wide personnel rule or regulation or Department rule, issuance, or policy is in conflict with the provisions of the Agreement, this Agreement shall prevail to the extent there is a conflict.

SECTION 2:

Where applicable, it is understood that D.C. Government-wide rules and regulations that are not in conflict with this Agreement and are not specifically incorporated herein, are applicable to bargaining unit employees.

ARTICLE 3
LABOR-MANAGEMENT RELATIONS

SECTION 1 - CONSULTATION AND COMMUNICATION:

Consultation and communication will be maintained at all levels between Management and the Local. The lowest level of consultation is between the Shop Steward and the first line supervisor. The highest level is between the Department Director and the Local's President, or their respective designees. All such meetings will be held during regular duty hours on official time, and will restrict themselves to subject areas appropriate to the scope of authority levels of the participants.

SECTION 2 - FAILURE TO CONSULT AT ANY LEVEL:

Failure to hold consultation and communication at any level as agreed to in Section 1 of this Article shall result in consultation and communication at the next higher level.

SECTION 3 - DEPARTMENT LABOR-MANAGEMENT RELATIONS COMMITTEE:

(a) The parties agree to establish a Labor-Management Relations Committee. This Committee will be composed of an equal number of representatives of the Union and of Management with equal voice. Union and Management shall independently establish methods related to appointment and tenure of Committee representatives. The Committee shall meet monthly. On a quarterly basis, the chair will be alternated by the Director and the Union President.

(b) The Labor-Management Relations Committee may establish

subcommittees as may be necessary and agreed upon by the committee representatives. The Labor-Management Committee may make recommendations to the Department but shall have no authority to renegotiate, amend, or otherwise alter this Agreement.

(c) When either party has agreed to furnish to the other party information relevant to a topic discussed in the Labor-Management Relations Committee, the information shall be provided within fifteen (15) working days. The fifteen working day time limit may be waived on mutual agreement.

ARTICLE 4 **INFORMATION REPORTS**

SECTION 1:

The Department shall compile and provide the Union with the following reports:

- (a) Quarterly employee lists of new hires, separations, reassignments, reclassifications and details of over thirty (30) days;
- (b) Revised official position descriptions at the same time they are provided to the affected collective bargaining unit employee;
- (c) EEO reports to be provided annually; and,
- (d) Merit staffing vacancy announcements and cancellations within three (3) work days from the effective date(s), and Merit Staffing selections as effected.

SECTION 2:

Within thirty (30) days of the effective date of this Agreement, the Department shall provide the Union with a list of names, positions, titles, and grades of all employees by organizational unit.

SECTION 3:

Within thirty (30) days of the effective date of this Agreement, the Department shall provide the Union with official copies of the position description for each job or job category in the bargaining unit.

ARTICLE 5
DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

SECTION 1:

The Department shall print and distribute a copy of this Agreement to each individual in the bargaining unit within thirty (30) days of the effective date of this Agreement. All costs associated with the reproduction of this Agreement shall be paid by the Department. The parties agree that 1000 copies of this Agreement shall be reproduced.

SECTION 2:

The Department shall conduct orientation sessions for all new employees within the bargaining unit on a quarterly basis. A reasonable amount of time at each orientation session shall be given to the Union to make a presentation and distribute the Union's membership packet, including, among other things, a copy of this Agreement.

SECTION 3:

The Department shall provide the Union with at least one week advance notice of the date, time and place of each orientation session.

ARTICLE 6
UNION DUES AND WITHHOLDING

SECTION 1:

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

SECTION 2:

The Department agrees to deduct Union dues from each employee's bi-weekly pay upon authorization of DC Form 277. Union dues withholding authorization may be canceled upon written notification to the Union and the Department thirty (30) days prior to each annual anniversary date (effective date) of this Agreement, regardless of the provisions of DC Form 277. When Union dues are cancelled, the Department shall withhold a service fee in accordance with Section 3 of this Article. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

SECTION 3:

The Union is responsible for representing the interests of all unit employees without discrimination and without regard to Union membership. Consequently, upon a showing by the Local that sixty percent (60%) of the eligible employees for which it has certification are Union members, Management shall begin withholding, no later than the second pay period after this Agreement becomes effective and the showing of sixty percent (60%) is established, a bi-weekly service fee applicable to all employees in the Bargaining Unit who are not Union members. The service fee will not be deducted from those employed in competitive service appointments before January 1, 1980, who submitted written objections to the service fee withholding prior to October 1, 1984. Employees hired subsequent to October 1, 1980 shall have the service fee or Union dues withheld within two (2) pay periods of the date of entry on duty. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall be implemented in accordance with procedures established by Management and this Article. The service and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents (\$.05) per deduction per pay period.

SECTION 4:

The service fee applicable to non-union members shall be equal to the bi-weekly Union membership dues attributable to representation.

SECTION 5:

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

SECTION 6:

The Union shall indemnify Management and hold it harmless against any and all claims, demands, and suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by Management in carrying out the provisions of this Article.

SECTION 7:

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

SECTION 8:

Upon receipt by the Department of a written assignment from an employee authorizing the Department to deduct from the employee's pay an amount to be paid to the AFGE-PAC, the Department shall honor the employee's assignment. Such allotments shall be transmitted directly to AFGE-PAC. Procedures governing this provision shall be determined cooperatively by the Union and the Department and D.C. Payroll.

ARTICLE 7 **OFFICIAL TIME**

SECTION 1 - LIST OF OFFICERS AND OTHER OFFICIAL REPRESENTATIVES:

Within thirty (30) days of certification of the results of a general election, the Union will provide the Department with a list of all official Union representatives and any other elected Union officials, including stewards. Within the first ten (10) days of each month, the Union will notify the Department of any changes in the list as they occur.

SECTION 2 - PERFORMANCE OF UNION FUNCTIONS:

Officers, chief steward, stewards, and all other official representatives of the Union are authorized to perform duties properly assigned them subject to the limitations on official time in Section 4 of this Article. Performance standards as a Departmental employee will be adjusted for the performance of these duties.

SECTION 3 - STEWARD'S AREA OF JURISDICTION:

(a) Management and the Union agree that, in other than emergency situations of less than ninety (90) days, a steward's work area will be, to the extent possible, in the same organizational unit to which he/she is assigned.

(b) Union and Management agree that there shall be a total of sixteen (16) shop stewards, based on organizational representation as agreed to by Union and Management. Union shall provide in a listing to Management the identification of Unit members by shop steward assignment. Such assignments must be consistent with the steward's area of responsibility. Management will be provided updated listings as changes in employee representation assignments may occur.

SECTION 4 - OFFICIAL TIME:

(a) The President of the Local shall be provided official time to carry out his/her responsibilities in dealing with Labor-Management business. Union representatives, excluding the President, shall be granted official time, subject to prior supervisory approval from his/her supervisor, to perform Labor-Management responsibilities.

(b) Before a Union representative wishes to meet with an employee, the employee must request approval from his/her supervisor. Thereafter, when the Union representative enters the worksite, he/she will request the opportunity to meet with the employee, and state the general nature of the request. If it is not a convenient time for the Union representative and the employee to meet, the supervisor will so advise the representative and will also advise the representative of a convenient time. The representative and the supervisor will notify the employee of the time of the meeting.

(c) Labor-Management business shall include, but not be limited to the following:

- (1) Preparation and presentation of grievances and appeals;
- (2) Consultation between Union representatives and authorized Management officials concerning topics of interest to employees in the bargaining unit;
- (3) Representation on Labor-Management Relations Committee;
- (4) Distribution and posting of information in the interest of employees; and,
- (5) Consultation between a Union representative and an employee.

SECTION 5 - TRAINING OF OFFICIAL UNION REPRESENTATIVES:

Union officials and stewards may be granted official time, if authorized by the appropriate Management officials, to attend Union sponsored training related to their roles as Union representatives.

ARTICLE 8 FACILITIES AND SERVICES

SECTION 1 - GENERAL:

The Department shall provide space for the Local's headquarters at 500 C Street, N.W. The office space shall be of

normal configuration in the area of at least 300 square feet, equipped with the following:

- (a) A lockable desk with chair and lamp;
- (b) At least two (2) chairs for visitors;
- (c) A telephone, as presently provided;
- (d) A typewriter;
- (e) A lockable bookcase;
- (f) A lockable storage cabinet; and,
- (g) Two (2) lockable four-drawer file cabinets.

SECTION 2 - BULLETIN BOARDS:

(a) The Department will provide bulletin board space at each Department facility for the exclusive use of the Union where notices to employees are posted for posting of material relating to the activities of the Union. Bulletin board space will not be provided at non-Department facilities where staff may be assigned (e.g. Community Empowerment Centers, Potomac Building, etc.). If the Union needs more space than is available for its use, the Union may provide additional bulletin boards as may be mutually agreed.

(b) The bulletin boards and material posted thereon shall be readily identifiable as representing the Union, and shall not imply endorsement by the District Government unless such endorsement has been given.

(c) If the information displayed by the Union is considered derogatory by the Department, the Director/designee shall notify the Union President/designee. Upon notification, the Union President/designee shall remove the material(s) identified as derogatory. In the event the Director/designee is unable to notify the Union President/designee, the Director/designee may remove the derogatory material(s) and subsequently notify the Union President/designee as soon as possible thereafter.

SECTION 3 - USE OF TELEPHONES:

The Department will permit the use of telephones for Labor-Management business.

SECTION 4 - USE OF DEPARTMENTAL MEETING ROOMS:

The Department shall assign adequate space for the Local's regular monthly meetings. The Department shall provide space for special meetings if given advance notice of such needs for space.

SECTION 5 - PARKING:

One (1) parking space will be provided at the Employment Services Building for Union purposes. Accommodation for visitor parking will be made at reasonable levels on an as needed basis, and as requested through the DOES, Division of Support Services.

SECTION 6 - UNION REFERENCE LIBRARY:

The Department will provide for the exclusive use of the Union, a current copy of the District Personnel Manual, the District of Columbia Comprehensive Merit Personnel Act of 1978 (CMPA), and all other written Department-wide rules and regulations which impact on the working conditions of covered employees.

ARTICLE 9 EMPLOYEE RIGHTS

SECTION 1 - GENERAL:

(a) All employees shall be treated and addressed fairly, equitably and respectfully with proper regard for human dignity.

(b) Every effort shall be made to provide employee guidance in an atmosphere that shall avoid public embarrassment.

(c) Employees are expected to report to and receive instructions from their immediate supervisors. In the event an employee receives additional assignments from other supervisors, priority of assignments shall be determined by the next higher or highest ranking supervisor, as appropriate.

SECTION 2 - RIGHT TO JOIN OR ASSIST THE UNION:

The Union and Management agree that employees of the Union shall have and shall be protected in the exercise of the right, ~~freely without fear of penalty, intimidation or reprisal, to form and join the Union, or to refrain from any such activity.~~ As provided herein, this freedom shall be recognized as extending to participation in the management of the Union and acting for it in the capacity of a Union representative, including the presentation of the Union's views at the request of the City Council, the Executive Branch, Congress or other appropriate authority.

SECTION 3 - RIGHTS TO UNION REPRESENTATION:

The Department recognizes the employee's right to assistance and representation by the Union and to meet and confer with the Union representatives in private on duty time. The Union recognizes that an employee must request and obtain permission in advance, from his/her supervisor, prior to meeting and conferring with Union representatives on duty time.

SECTION 4 - PRIVACY:

Conduct of employees when not at work which does not influence performance of assigned responsibilities or adversely affect Management's continuing utilization of the employee's services shall not be a matter over which Management shall exercise control.

SECTION 5 - SERVICES AND ACCESS FOR THE HANDICAPPED:

The Department will comply with the Americans With Disabilities Act (ADA; P.L. 101-336, 42 USC §12101 et. seq.) and §504 of the Rehabilitation Act of 1973 in the conditions of employment and will make reasonable accommodations to allow handicapped employees access to appropriate employee worksites.

SECTION 6:

The Department shall list the Union Office telephone number in each publication of its telephone directory. In addition, in the event the Department publishes a new handbook during the life of this Agreement, the following statement shall be included:

Many employees of DOES are represented by Local 1000 of the American Federation of Government Employees, AFL-CIO, which is the exclusive bargaining agent and representative. The Union is available to assist and represent employees.

ARTICLE 10 HOURS OF WORK

SECTION 1:

(a) The normal workday for full-time employees shall consist of eight (8) hours of work within a twenty-four (24) hour period. The hours of work shall be consecutive except that they may be interrupted by an unpaid 1/2 hour meal period. Any variation from the 1/2 hour meal period must be approved by Management.

(b) Consistent with the needs of the Department, employees will also be able to take a fifteen (15) minute paid rest period each four (4) hour period worked. Such rest periods shall not immediately precede or follow the beginning or end of a regular workday.

(c) Employees shall be notified at least one (1) week in advance of any change in their scheduled tour of duty.

(d) Staff meetings will be scheduled and held during regular working hours except in case of emergency per the Agency Director or designee.

(e) Employees determined to be tardy who are being placed in an AWOL status, shall be notified of the charge prior to beginning work, and advised of their right to refrain from work for the balance of the time charge of AWOL.

SECTION 2:

Overtime assignments will be made in accordance with the DPM Instruction 1601.1, dated May 17, 1982.

ARTICLE 11 CONTRACTING OUT

SECTION 1:

If a contract is to be let within ninety (90) days after a reduction-in-force, Management will review lists of qualified employees released from service as a result of this reduction-in-force who are available for rehire. Management will offer to qualified, eligible former employees an opportunity to perform the work that would be included in the contract. Once Management has made reasonable efforts to make such work available to these former employees, the Local will not object to contracting-out to fulfill additional needs.

SECTION 2:

Contracting-out will not be used for the primary purpose of causing a reduction-in-force or preventing employees who had been released as a result of a reduction-in-force from performing the work.

ARTICLE 12 LEAVE

SECTION 1:

The Department agrees that leave provisions as prescribed in the Comprehensive Merit Personnel Act will be applied in a consistent manner. When leave is disapproved, the supervisor shall indicate the reason for disapproval on the Application for Leave form.

SECTION 2:

Leave administration (annual, sick and compensatory) shall be governed and administered by Personnel rules and regulations in accordance with Chapter 12 of the District Personnel Manual (DPM). Employees shall be eligible to use leave in accordance with Personnel rules, regulations and procedures.

Requests for leave shall be submitted in writing on Form SF-71 by the employee to his/her immediate supervisor or designee normally in advance of the leave requested. The request will indicate the type of leave requested, as well as the duration requested.

SECTION 3:

Employees requesting emergency sick or annual leave must call in to the appropriate supervisory official within fifteen (15) minutes of the beginning of the scheduled tour of duty. Employees calling in must indicate the type of leave requested and estimate the duration of the request at the time of the call. In the event the employee is still unable to return to work at the end of the duration requested, the employee must call in within fifteen (15) minutes of the beginning of the tour of duty to request additional time. Employees are not required to call in daily unless their prior request was for only one day of emergency leave. If an employee is incapacitated and unable to call in to request emergency sick or annual leave, the request for leave may come from another person. On this rare occasion, the supervisory official will treat the request as though it had come from the employee.

If it should occur that an employee is to begin a shift before a supervisory official in the chain of command is available to receive the call, the employee must call in within fifteen (15) minutes of the beginning of the tour of duty of the leave granting official to request leave.

SECTION 4:

Within 30 days of the effective date of this Agreement, the Department will issue a memorandum to all employees, detailing the leave procedures stated in this Article. Also, within 30 days of the effective date of this Agreement, each Office of the Department of Employment Services (DOES) will issue a memorandum to its employees, indicating:

- a. The supervisor possessing the authority to grant leave; and,
- b. The chain of command to be followed in the event the immediate supervisor is not available.

SECTION 5:

Unavoidable or necessary absence from duty of less than one hour including tardiness may be excused without charge to annual leave, sick leave or leave without pay at the discretion of the supervisor. When leave is charged, it must be in increments of one hour. When an employee is tardy without adequate reason at the beginning of his/her workday or upon completion of lunch period, he/she may be required to reimburse the tardy time on a minute-for-minute basis at the end of the same workday on which the tardiness occurs. The supervisor, based upon his/her considered evaluation

of the individual situation, is responsible for determining what circumstances constitute an excusable tardiness and may grant leave or charge AWOL (Absence Without Official Leave).

SECTION 6:

An employee shall not be required to carry an amount of sick leave or annual leave above the amount for which an application is made. Approved annual leave, regardless of the amount or frequency cannot be considered to be an adverse reflection upon the employee. Approval or disapproval of leave shall be dependent upon staffing and/or work requirements. The Department shall not cancel annual leave which has been approved, except in unforeseen or emergency circumstances.

SECTION 7 - MATERNITY/PATERNITY LEAVE:

(a) Maternity leave before and following childbirth shall be granted at the request of the employee. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave and leave without pay. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. The period of absence should be determined by the employee, her physician and her supervisor.

Paternity leave consisting of annual leave and/or leave without pay shall be granted unless the granting of such will have a negative impact on staffing or work requirements. The period of absence shall be determined by the employee and his supervisor.

(b) An employee adopting a child may request annual leave or leave without pay.

SECTION 8 - MILITARY LEAVE:

Full-time employees are entitled to leave as reserve members of the armed forces or members of the National Guard to the extent provided in Section 1203(m) of the District of Columbia Comprehensive Merit Personnel Act (D.C. Code, Section 1-613.3(m)) and applicable rules and regulations.

SECTION 9 - JURY DUTY AND WITNESS LEAVE:

Employees shall be granted court leave of absence with pay any time they are required to report for jury duty or to appear as witness on behalf of the District of Columbia, Federal Government or a state or local government, in accordance with personnel regulations. Employees performing such service shall not receive any payment from the court, as provided in Personnel regulations.

SECTION 10 - BEREAVEMENT LEAVE:

Administrative leave, not to exceed two (2) days, may be granted to an employee to attend the funeral or memorial services for his/her parents, spouse, child, brother, sister, grandparents,

or grandchild (only if the employee is the custodial caretaker of the grandchild). Administrative leave, not to exceed one (1) day may be granted to an employee to attend funeral or memorial services for his/her aunt, uncle, niece, nephew, grandchild (if the employee is the non-custodial caretaker), mother or father-in-law, son or daughter-in-law. Supervisors may adjust such leave if death and/or funeral services are outside the Washington area, or if circumstances warrant such adjustment; not to exceed one (1) additional day.

SECTION 11 - EDUCATIONAL OR TRAINING LEAVE:

Subject to the approval of the Department Director or his/her designee, an employee may be granted a leave of absence without pay up to one (1) year for educational purposes provided successful completion of the course will contribute to the work of the Department. Such requests shall be submitted at least ninety (90) days in advance. The employee shall provide authorized verification of enrollment within thirty (30) days of enrollment.

ARTICLE 13 REDUCTION-IN-FORCE

SECTION 1:

As a means of minimizing the adverse impact of reduction-in-force, Management agrees to the placement of employees being affected by reduction-in-force in available vacant positions, in accordance with personnel regulations. Management further agrees to advise the Union prior to effecting a reduction-in-force. Reduction-in-force shall be implemented under the provisions of Title 1, Chapter 6, Subchapter XXV of the D.C. Code, 1981 Edition and applicable personnel procedures.

SECTION 2:

The Department shall provide the Union with advance notice of a proposed reduction-in-force which may affect employees in the bargaining unit.

SECTION 3:

Upon the Mayor's approval of a RIF, the Department shall meet with the Union for impact discussion. The Department shall furnish the Union with appropriate information deemed necessary for consultation regarding the reduction-in-force.

SECTION 4:

Management will, even when no RIF is envisioned, provide reasonable cross-training to provide employee fall-back skills for related positions. Provision for such training shall be subject to work requirements, availability of funds and relationship to the

mission of the Department.

SECTION 5:

Any alleged violation(s) of this Article may be grieved in accordance with the negotiated Grievance Procedure. Any alleged violation(s) of the RIF procedures may be appealed pursuant to D.C. Code §1-606.3 (1981 Edition).

ARTICLE 14
POSITION MANAGEMENT AND CLASSIFICATION

SECTION 1:

The Department recognizes the need for each employee to have a current and accurate copy of his/her position description. Per governing personnel rules and regulations, changes of position duties shall be incorporated in the position description, as appropriate and issued to the affected employee.

SECTION 2:

Upon request, an employee shall be furnished a copy of his/her position description.

SECTION 3:

Employees detailed to non-established positions shall be furnished with statements of duties at the time of the assignment to the detail or within ten (10) days.

SECTION 4:

New employees and those detailed or reassigned to established positions shall be given position descriptions upon assignment or within ten (10) days.

SECTION 5:

The clause found in job descriptions, "performs other duties as assigned" is understood to mean the employee may be assigned to duties that are related to his/her job description or related to a program to which he/she is assigned.

SECTION 6 - DESK AUDITS AND CLASSIFICATION APPEALS:

(a) Management shall ensure that employee requests for desk audits are processed in accordance with governing policy and procedures promulgated in Chapter 11(a) of the DPM.

(b) Classification appeals are subject to the provisions of D.C. Code Section 1-606.3 (1987 Repl.) and applicable regulations

of the District Personnel Manual (DPM).

(c) The supervisor will furnish the affected employee with a statement of the results of his/her desk audit or position classification review within ten (10) days of receipt from the D.C. Office of Personnel.

ARTICLE 15

TRAINING AND CAREER DEVELOPMENT

SECTION 1:

In relationship to the Department's training program, Management will distribute and make available information concerning work-related training opportunities as it is received.

SECTION 2:

Employees shall be given the opportunity to discuss training needs and/or opportunities with their supervisor(s) or other appropriate Departmental or Personnel Officials.

SECTION 3:

(a) Management will provide employee training for the following purposes, in this order of priority: (1) developing or improving employee skills related to job responsibilities performance; (2) upward mobility; and, (3) career changes. Provision of such training shall be subject to work requirements and fund availability.

(b) Employees shall be notified in a timely manner of their selection or non-selection for a training or educational opportunity for which they applied or were nominated. In cases where a training request or nomination has been denied, the employees may request and receive an explanation for the denial.

SECTION 4:

Subject to availability of funds, Management will pay or help pay tuition for appropriate training offered outside of the Department. To the extent possible, such training will be taken during non-duty hours. When such training is not available during non-duty hours, such training may be provided on official time.

SECTION 5:

(a) If submitted by the employee, a record of satisfactorily completed training, copies shall be filed in an employee's official personnel file within a reasonable period of time.

(b) When an institution of higher learning provides credit

for on-the-job experience, the Department will, upon the request of the employee, submit verification of such experience obtained with the Department.

ARTICLE 16

PERFORMANCE EVALUATION

The present system used to evaluate performance will continue in use until such time as the performance rating plan described in Title XIV of the CMPA is established in keeping with the "Compensation Agreement Between the Government of the District of Columbia and Labor Organizations Representing Employees in Compensation Units 1 and 2, Fiscal Years 1988 Through 1990." The present system includes the following:

SECTION 1:

DOES performance standards used to appraise the performance of bargaining unit members shall be submitted to the Union for review prior to implementation and forwarded to the Office of Personnel to be placed in the employee's Official file.

SECTION 2:

Performance standards shall be objective, reasonable, and possible to attain. They shall state specifically and definitively what is necessary in order to achieve a particular level of performance.

SECTION 3:

Personality traits shall not be included in performance standards unless they are directly relevant to the effective performance of a task or tasks of an employee's position description.

SECTION 4:

The Department shall ensure that each employee's supervisor discusses performance with him or her in order to inform the employee about the degree to which he or she is meeting or failing to meet the performance standards. When possible, employees shall be commended for good work and counseled where improvement is necessary; this shall be done in the course of day-to-day activities as the supervisor observes the employee's performance.

SECTION 5:

When the annual performance appraisal rating is issued by the immediate supervisor, a conference shall be held. The performance appraisal rating shall make allowances for job related factors beyond the control of the employee, mutually agreed to by the employee and the supervisor, which may have

caused him or her not to have achieved a specific level of performance.

SECTION 6:

Supervisors shall not ask employees and an employee shall not be required to sign incomplete or blank forms. Any alterations, changes, corrections, modifications, deletions or additions shall require the initials of the employee being rated.

SECTION 7:

If an employee disagrees with his/her rating, then the employee may grieve through the negotiated grievance procedure or appeal through the Office of Employee Appeals (OEA), but not both. Employees shall select either of these procedures in writing and selection, once made, cannot be changed.

ARTICLE 17
CORRECTIVE AND ADVERSE ACTION

SECTION 1:

Corrective and Adverse Actions, as defined in Personnel regulations, may be imposed only for cause, in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA) (D.C. Law 2-139).

SECTION 2:

Corrective and Adverse Actions will be appropriate to the circumstances, with due regard to the principle of progressive discipline in accordance with Chapter 16 of the DPM.

SECTION 3:

Employees may either grieve these actions through the negotiated grievance procedure or appeal them to the Office of Employee Appeals (OEA), but not both. Employees shall select either of these procedures in writing and selection, once made, cannot be changed.

SECTION 4:

If an employee elects to grieve an action involving a suspension of more than thirty (30) days, or a removal, the grievance shall be filed with the Director. If an employee elects to grieve an action involving a reduction in rank, grade or pay for cause, the grievance shall be filed with the Director.

SECTION 5:

It is understood that correction and discipline by supervisors will be done in accordance with the circumstances so as not to

subject the employee to embarrassment.

SECTION 6:

An employee shall be notified in writing of any proposed disciplinary action for cause within thirty (30) calendar days of the occurrence or knowledge of the occurrence excepting additional time needed for investigation. The Union will be sent a copy of the proposed action unless the employee waives the notification in writing.

ARTICLE 18
MERIT STAFFING

SECTION 1:

Management agrees to ensure that merit promotion principles are applied in a consistent manner with equity to all candidates in order to fill positions as prescribed in the DPM, as implemented by the Merit Staffing and Employment Manual issuances promulgated by the D.C. Office of Personnel.

SECTION 2:

Vacancy announcements shall, at a minimum, contain the following information:

(a) The title, series, grade, and salary range of the position, as well as the number of vacant positions expected to be filled, the announcement number and opening and closing dates, and information regarding where and how to apply;

(b) The established full performance level (a statement of whether or not the position has promotion potential and if so to what grade);

(c) The organizational and geographic location of the position;

(d) The area of consideration;

(e) The duties of the position;

(f) The hours of duty;

(g) The minimum qualifications required, including all selective placement factors;

(h) A description of the ranking factors and/or other selection procedures used to evaluate the application;

(i) Supplemental information required to be provided by the applicant in addition to the DCSF-71;

(j) Screening intervals (as appropriate on open-continuous announcements);

(k) Residency requirement, if applicable;

(l) Time-in-grade requirement;

(m) If the position or appointment is temporary, the expected duration and the conditions under which the position or appointment may be converted to permanent;

(n) The following statement of non-discrimination:

Actions effected under this announcement must be taken without discrimination on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation;

(o) Bargaining or non-bargaining unit information; and,

(p) Annuity offset provisions.

SECTION 3:

Management will administer the following practices and principles:

(a) Management will announce all job vacancies for a minimum of ten (10) workdays.

(b) A copy of the vacancy announcement will be provided to the President of the Local and the Chief Shop Steward within three (3) days of the posted effective date.

~~(c) Candidates will be ranked and categorized according to established qualifications mandated in the District Personnel Manual, and the candidates names who are best qualified will be placed on a "Selection Certificate" which will be referred to the Selecting Official.~~

(d) Selection will be made without discrimination and based on merit.

(e) If one (1) candidate on a "Selection Certificate" is interviewed by the Selecting Official, all candidates on the certificate will be interviewed.

(f) A selected candidate will be notified promptly and appointed to the position as soon as practicable.

SECTION 4:

Merit staffing appeals related to ranking and rating of applicants are subject to the regulations as provided in Title 1, Chapter 6, Subchapter VI, Section 1-606.3, D.C. Code (1987 Repl.). Non-selection from a group of properly ranked and qualified candidates is not grievable.

SECTION 5:

(a) When an employee has been downgraded through no fault of his/her own, he/she shall be given priority consideration for vacancies for which he/she is qualified up to and including the grade from which demoted.

(b) Seniority in the Agency may be used as a tie breaker in the ranking process where there is a tie among two (2) or more candidates after using all evaluative factors measuring quality.

(c) Pursuant to the Merit Staffing Plan, each employee has the right to request the following information from the Personnel Office concerning any position for which he/she has applied:

(1) Any record of performance or supervisory evaluation used in considering him/her for selection;

(2) Information about specific selection as follows:

a. Whether he/she was found eligible on the basis of minimum qualifications;

b. Whether he/she was among the candidates referred to the Selecting Official;

c. The name of the individual selected; and,

d. The candidate's categorical ranking.

SECTION 6:

Permanent employees who apply for and are selected for term promotions shall not lose the right to return to their former permanent position or a similar position in the bargaining unit.

SECTION 7:

The Union and each applicant shall promptly be notified in writing if an announcement is canceled.

ARTICLE 19 DETAILS AND TEMPORARY PROMOTIONS

SECTION 1 - DETAILS:

(a) Purpose: Detail work assignments will be used only for meeting temporary needs of the Department's work program and on-

the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal workload or unanticipated absence.

(b) Time Limitations: Details will not exceed four (4) months for on-the-job training or will not exceed one-hundred and twenty (120) days for meeting temporary needs of the Department's work program.

(c) Details in excess of thirty (30) days shall be recorded and made a part of the employee's personnel record. A copy of the position description (for an established position) or the statement of duties (for a non-established position) will be given to the detailed employee within ten (10) days of the effective date of the detail.

(d) When an employee's work location is changed, the employee will be given a memorandum to that effect. Thereafter, the employee will be provided with a copy of the Form 52 initiating the action within ten (10) working days following the effective date.

(e) An employee officially detailed or assigned to a higher-graded position, other than for training, for more than sixty (60) consecutive work days shall receive the higher rate of pay effective the first pay period beginning on or after the sixty-first (61st) day.

(f) Selection for details to meet temporary needs of the Department's work program will be made on a rotating basis among qualified employees.

(g) Notice shall be given to the Union of employee details exceeding sixty (60) days.

(h) Except in emergency circumstances, ten (10) days advance notice shall be given to the Union of detail of Union officers and shop stewards. The notification shall include position, title, effective date, grade and location. In the case of an emergency, a notice of the detail shall be given to the Union within ten (10) days following the effective date.

SECTION 2 - TEMPORARY PROMOTIONS:

A career employee be given a temporary promotion to meet a temporary need. At the end of the specified period of time, the employee shall be returned to the same or comparable position from which the employee was temporarily promoted.

(a) A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.

(b) A temporary promotion exceeding 120 days shall be made in accordance with merit promotion procedures.

(c) Conversion of a temporary promotion to permanent may be made only if the temporary promotion was made in accordance with merit promotion procedures.

(d) Except in emergency circumstances, ten (10) days advance notice shall be given to the Union of temporary promotions of Union officers or shop stewards. The notification shall include the position, title, grade, effective date, and location. In the case of an emergency, a notice of the detail shall be given to the Union within ten (10) days following the effective date.

ARTICLE 20

REASSIGNMENTS

SECTION 1:

If an employee is reassigned, he/she will be given advance notice of the reassignment, and a Request for Personnel Action (SF-52) will accompany the notice.

SECTION 2:

In no instance will a reassignment be used as a means of punishment.

SECTION 3:

If a reassignment or relocation of shop steward or chief shop steward is planned, the Union President will be given thirty (30) working days written notice, except in emergency circumstances. If a reassignment or relocation of the Union President is planned, he/she will be given sixty (60) working days written notice, except in emergency circumstances.

ARTICLE 21

TEMPORARY AND TERM EMPLOYEES

SECTION 1:

Subject to fund availability, agency needs and in keeping with the Comprehensive Merit Personnel Act and governing regulations, term or temporary positions may be converted to permanent positions.

SECTION 2:

Employees appointed non-competitively to such term or temporary positions who have performed at a satisfactory level shall be given the opportunity to apply for permanent status under the provisions of the Comprehensive Merit Personnel Act and governing regulations should such positions be converted to permanent.

SECTION 3:

Employees appointed competitively to such term or temporary positions who have performed at a satisfactory level may be

converted to permanent status without further competition, provided that the position vacancy announcement from which the employee was selected so stated.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1:

Management and the Union agree to cooperate in providing equal employment opportunity for all persons to prohibit discrimination. The Department pledges to ensure enforcement of the D.C. Human Rights Law, Title 1, Section 1-2501 of the D.C. Code, 1981 Edition.

SECTION 2:

Through the procedures established for Labor-Management Cooperation, each party agrees to advise the other of equal employment opportunity problems of which they are aware. Management and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in this Agreement and in Department regulations.

SECTION 3:

Management agrees to promote the Affirmative Action program ensuring that:

(a) All personnel actions and employment practices are based on merit and fair and equitable treatment.

(b) That any complaints of, or known discriminatory personnel management policy, procedure or practice shall be given prompt and fair consideration, and corrected where found to be valid.

SECTION 4:

Any alleged violation of this Article will be subject solely to the provisions of D.C. EEO-Rules (31 D.C. Register 56 (January 6, 1984)).

SECTION 5:

The Department shall provide all employees and the Union Office with copies of the Affirmative Action Plan within 30 days of the effective date of this Agreement.

ARTICLE 23

CONSULTATION AND COUNSELING

SECTION 1:

The parties recognize that alcoholism, drug abuse and

emotional illness or other personal problems are conditions that can cause excessive absenteeism, disruptive behavior, or directly affect an employee's job performance. As such, the Department shall make substantial efforts to assist employees experiencing

these conditions by giving them direct referral to the District's Employee Consultation and Counseling Service.

SECTION 2:

If the employee refuses counseling and/or there is no improvement or inadequate improvement in work performance, behavior and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action may be initiated as warranted. Prior to initiation of discipline, employees accepting direct referral will be provided reasonable time to improve work performance and/or attendance work record provided, however, that employees adhere to the requirements of the employee consultation and counseling service and the employee's work performance satisfactorily improves.

ARTICLE 24 SAFETY AND HEALTH

SECTION 1:

Management and the Union mutually recognize the need to provide for employee safety and health. Management agrees to ensure the implementation and enforcement of programs consistent with provisions of Title XX of the Comprehensive Merit Personnel Act (CMPA) and the State Occupational Safety and Health Plan, and/or other applicable law, rules and regulations.

SECTION 2:

The Department has the obligation to ensure that the workplace meets or exceeds the standards established by appropriate Federal/District codes. However, the Department is not required to take any action that would fundamentally alter its programs or services or create undue financial and/or administrative burden. Devices for health, safety and comfort, necessary to comply with OSHA standards, shall be properly maintained and functioning during the workday. In keeping with OSHA standards, the Department shall make efforts to provide adequate lighting to all employees in the work areas, restrooms, hallways, and stairways. In addition, the Department shall make efforts to provide adequate, clean ventilation in all work areas, eating areas, and restrooms. The Department shall maintain temperatures at worksites at a level below that which is considered "excessive heat conditions" pursuant to DPM Chapter 12, Appendix C. Further, the Department will follow dismissal policies and procedures outlined in Chapter 12, Appendix C, Paragraph 10.6, Subparagraphs (E) and (F).

SECTION 3:

The Department and the Union mutually recognize the need for

clean, sanitary, stocked restroom facilities. The Department shall make efforts to provide such facilities. The Union shall encourage its members to assist and cooperate in the upkeep of such facilities.

SECTION 4:

(a) When an employee observes a condition he/she deems to be a serious safety or health hazard, creating an imminent danger, he/she shall notify his/her Office Director who shall make an immediate determination and take immediate appropriate action after consultation with the Departmental Safety Officer and the appropriate Shop Steward.

(b) When a serious safety or health hazard exists, as determined in 4(a) above, the employee(s) shall not be required to perform his/her duties until the hazardous condition(s) is removed or corrected. The employee may be assigned to other duties by his/her supervisor.

SECTION 5:

Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthful working condition or practice.

SECTION 6:

When a workplace inspection or investigation is conducted by a Management safety representative or by an outside agency such as OSHA or NIOSH, in response to an employee complaint, the Union shall be invited and encouraged to participate. During the course of any such inspection or investigation any employee may bring to the attention of the inspector any unsafe or unhealthful working condition.

SECTION 7:

After consultation with the Union, Management will designate two (2) or three (3) employees at each worksite, depending on the number of employees at the worksite, who shall be trained, at the Department's expense, in the techniques of cardiopulmonary resuscitation (CPR) and first aid. Management shall provide and stock first aid kits, to be maintained by the designated, trained employees. The names, work areas and work phone numbers of all employees who are trained in CPR techniques and first aid shall be provided to employees at each worksite.

SECTION 8:

Management shall provide sufficient security personnel at each location to enable employees to receive timely assistance when needed, during official operational hours.

SECTION 9:

A safety committee comprised of three (3) representatives from the Union and three (3) representatives from the Department shall

be established. One (1) Union and one (1) Department representative shall serve as co-chairpersons. The Committee shall:

(a) Meet once a month, unless mutually agreed otherwise. The parties shall submit their respective agendas to each other at least five (5) days in advance of the meeting.

(b) Conduct safety surveys, consider training needs, and make recommendations to the Agency Director, or his/her designee.

(c) Consult with and advise the Director or his/her designee of safety issues.

ARTICLE 25

MANAGEMENT RIGHTS

The Department shall retain the right and authority to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the Department of Employment Services.

Such Management Rights are beyond the scope of collective bargaining as provided by law. The Union recognizes the following rights, when exercised in accordance with applicable laws, rules and regulations:

1. To direct the employees of the Department.

2. To determine the mission, budget, organization, number of employees, type and grade of employees assigned, the work project, tour of duty, technology needed and internal security practices.

3. To relieve employees for lack of work or other legitimate reasons.

4. To hire, promote, transfer, assign and retain employees in positions within the Department.

5. To suspend, demote, discharge and take other disciplinary actions against employees for cause.

6. To take any action necessary to carry out the mission of the Department in an emergency.

ARTICLE 26

NO STRIKE - NO LOCKOUT

SECTION 1:

Under the provision of Section 1705 of D.C. Law 2-139, it is

unlawful to participate in, authorize or ratify a strike (Title 1, Chapter 6, Subchapter XVIII, §1-618.5, D.C. Code, 1981 Edition).

SECTION 2:

The term "strike" as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown.

SECTION 3:

No lockout of employees shall be instituted by Management during the term of this Agreement except that the Department in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public. A lockout generally means Management's temporary shutdown of its plant and refusal to allow Unit employees to report to work during a labor dispute.

ARTICLE 27 IMPROVED BENEFITS

Any future legislation, ordinance, or order of the D.C. Government which improves the benefits now received by employees covered by this Contract automatically will be applied to such employees.

ARTICLE 28 REORGANIZATION AND REALIGNMENT

SECTION 1:

Reorganization is defined as that action which results in the transfer of, consolidation of, abolition of, or authorization with respect to functions and hierarchy, between or among agencies, and which affects the structure or structures thereof; which reorganization is subject to adoption by legislative action, including consideration of the District of Columbia Council in accordance with the Governmental Reorganization Procedures Act of 1981, §§4-1-299.1 through 1-299.7, D.C. Code (1981).

SECTION 2:

Realignment is defined as a change in the internal structure or functions of the Agency which affects a substantial number of employees in the bargaining unit but which does not constitute a reorganization.

SECTION 3:

Prior to the Department's effecting a reorganization, the

Department shall notify the Union in writing and shall provide the following information:

- (a) A description of the purpose and nature of the changes;
- (b) Organizational chart(s) existing and proposed;
- (c) Mission and function statements existing and proposed;
- (d) Staffing patterns existing and proposed; and,
- (e) Any relevant information deemed necessary for consultation.

SECTION 4:

When a realignment occurs, the Director or his/her designee shall confer with the Union and provide the relevant information deemed necessary prior to the action.

SECTION 5:

Within ten (10) working days after written notice to the Union of the Department's intent to effect a reorganization, the Director or his/her Designee shall arrange to confer with the Union prior to the implementation of the reorganization.

ARTICLE 29
HOLIDAYS

The Union and Management agree that official holidays are established by other authority and are not negotiable. The following listing is provided for information purposes only.

1. New Year's Day, January 1st of each year;
2. Inauguration Day, January 20th or 21st of each fourth year;
3. Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
4. Washington's Birthday, the 3rd Monday in February of each year;
5. Memorial Day, the last Monday in May of each year;
6. Independence Day, July 4th of each year;
7. Labor Day, the 1st Monday in September of each year;
8. Columbus Day, the 2nd Monday in October of each year;
9. Veterans Day, November 11th of each year;
10. Thanksgiving Day, the 4th Thursday in November of each year;

11. Christmas Day, December 25th of each year; and,
12. Any additional day designated by a higher authority to be a holiday.

ARTICLE 30
GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1 - SCOPE:

The grievance procedure described herein is applicable for (1) grieving alleged violations or misapplication of this Agreement, except where an Article of this Agreement designates another procedure; or (2) alleged violations or misapplications by the Department of Employment Services (DOES) of personnel rules and regulations affecting the terms and conditions of employment; or (3) a violation, misinterpretation or misapplication of the terms and conditions of the Compensation Agreement for Units 1 and 2. Should Management fail to respond to a grievance within the time frame specified in this Article, the Union shall advance the grievance to the next step of the procedure. Failure on the part of the Union to submit or advance a grievance in accordance with this Article shall render the grievance null and void.

SECTION 2 - PRESENTATION OF GRIEVANCE UNDER UNION AGREEMENT:

(a) This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level, for purposes of this Article, the term "days" means work days, i.e., Monday through Friday.

(b) Categories of Grievance

1. **Personal.** A grievance of a personal nature requires the signature of the aggrieved employee at Step 1 of this procedure even if the grievant is represented by his/her Union. In the case of an individual grievant proceeding under provisions of this Article without Union representation, the Union will be given the opportunity to present and offer its view at any meeting held to adjust the grievance.

2. **Group.** A grievance involving a number of employees in the bargaining unit should be filed at Step 1 of the grievance procedure with the lower level Management representative responsible for supervision of all aggrieved employees.

(c) Procedural Steps.

1. **Step 1.** The aggrieved employee with or without his/her Union representative, shall present orally, or in writing, the grievance to the employee's immediate supervisor within thirty (30) days of the occurrence of the event giving rise to the grievance or within thirty (30) days of the employee's knowledge of

the occurrence of the event giving rise to the grievance. The immediate supervisor shall make a written decision on the grievance and communicate this decision to the employee or his/her representative within ten (10) days from the presentation of the grievance.

2. Step 2. If the grievance remains unsettled, the employee with or without his/her Union representative shall submit within ten (10) days a signed written grievance to the appropriate Deputy Director, Associate Director, or Assistant Director whichever is the highest official in the employee's chain of command. This specific Step 2, grievance shall be the sole and exclusive basis for all subsequent steps.

The grievance at this step and every further step shall contain:

(a) A statement of the specific provision(s) of the Agreement alleged to be violated.

(b) The date(s) on which the alleged violation occurred.

(c) The manner in which the alleged violation occurred.

(d) The specific remedy or adjustment sought.

(e) Authorization by the employee(s) of Union representation, if any.

(f) The signature of the aggrieved employee(s) and the Union representative.

The Deputy Director, Associate Director or Assistant Director shall respond to the employee or his/her Union representative in writing regarding the grievance within ten (10) days of its receipt. A meeting to discuss the grievance may be requested by either party at this step.

3. Step 3. If the grievance remains unsettled, the employee shall submit the grievance within seven (7) days to the Department Director. Within ten (10) days of the receipt of the grievance Department Director, and/or his/her designee, shall either meet with the grievant and his/her Union representative, or his/her designee, to attempt reconciliation or provide a written decision. However, should the above described meeting occur, the Department Director shall provide a written decision ten (10) days thereafter.

4. Step 4. If the grievance remains unsettled, the Union, within twenty (20) days from the date of the Department Director's response or due date of response, shall advise the Director in writing whether the Union intends to request arbitration on behalf of the employee or employees on the matter. Should the Union request

arbitration, such request shall include a statement of issues (consistent with Step 2) to be decided by the arbitrator.

SECTION 3:

If an aggrieved employee chooses to be represented by a non-Union representative, the Union shall be given the opportunity to be present at any meetings held to consider the grievance and the Union shall be provided a copy of any decision, response or settlement agreement between the parties.

SECTION 4 - ARBITRATION:

Grievances may only be referred to arbitration by the Union.

(a) **Selection of an Arbitrator** - Within seven (7) days from the Department's receipt of the request to arbitrate, the moving party shall request the Federal Mediation and Conciliation Services (FMCS) to refer a panel of five (5) impartial arbitrators. If none of the submitted arbitrators are acceptable, a new panel may be sought before the selection process begins. Upon receipt of an acceptable FMCS listing, the parties will select one of the names on the panel as mutually agreeable or, if there is no mutually agreeable arbitrator, each party alternately strikes a name from the submitted panel until one remains. A coin will be tossed to determine who shall strike first.

(b) **Cost of Arbitration** - It is agreed that all arbitration costs will be shared equally between Management and the Union.

(c) **Date and Site of Arbitration Hearing**

1. The authorized representatives for Management and the Union will meet within seven (7) days after an arbitrator is designated to select a mutually acceptable date for the hearing.

2. Each party shall prepare a separate statement of the issue(s) to be submitted to the arbitrator at the beginning of the hearing.

3. The Department shall provide the hearing site.

(d) The parties will exchange lists of witnesses, in advance of the hearing, who they expect will testify. The Department will make witnesses available for hearings.

(e) **Authority and Decision of Arbitrator**

1. The arbitrator will not have authority to alter any provision of this Agreement.

2. The arbitrator's jurisdiction and authority shall be confined to the issue(s) being

arbitrated.

3. The decision of the arbitrator is binding.

4. The arbitrator shall render a written decision to both parties within thirty (30) days after the record is closed, i.e., after final briefs are filed by both Union and Management.

5. Payment to the arbitrator will be contingent upon receipt of written decision on issues.

(f) Extension of Time Limits

The time limits in this Article may be modified in writing by mutual consent of the parties.

ARTICLE 31
PRODUCTION STANDARDS

In determining production standards, Management has taken into consideration regularly accrued and used annual and sick leave. Supervisors shall make adjustments to production standards for those employees who are on approved leave for extended periods of time.

ARTICLE 32
UPWARD MOBILITY

SECTION 1:

The Employer and the Union subscribe to the principles of employment enhancement. Therefore, subject to budgetary restrictions, both parties agree to study the possibility of implementing an upward mobility program for members of the bargaining unit.

SECTION 2 - COMMITTEE:

A committee of not more than six (6) members of equal number from Management and the Union shall meet to discuss steps to take in studying and implementing an upward mobility program. Any program established must be approved and authorized by the Director.

SECTION 3 - SUBJECTS TO DISCUSS:

Topics to be discussed at these meetings will include consideration to implement steps to identify and establish bridge positions and vacant positions which can be filled at lower grade trainee levels and programs to upgrade skills and cross-training

which may include furnishing employees information about lines of career progression, related educational requirements, and available job opportunities in the Agency or District Government.

SECTION 4 - OFFICIAL TIME:

In the event programs for upward mobility are approved and authorized, employees who elect to participate will be granted official time to attend if conducted during duty hours and if practicable. Any employee who elects to participate in a training program offered outside of the Agency may do so on his/her own time.

SECTION 5 - INDIVIDUAL TRAINING NEEDS:

Bargaining Unit employees may discuss with their supervisors individual training needs. Such request will be considered by the supervisor consistent with the programs implemented.

ARTICLE 33 SAVINGS CLAUSE

If during the life of this Agreement, any part thereof or any provisions herein contained be rendered or declared invalid by reason of an existing or subsequently enacted legislation or by decree of a court of competent jurisdiction; such invalidation shall not invalidate the remaining portions thereof and they shall remain in full force and effect. However, the parties shall meet within thirty (30) days of the effective date of this change to negotiate the affected parts or provisions.

ARTICLE 34 DURATION AND FINALITY

SECTION 1:

The parties acknowledge that this Agreement represents the results of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatorily negotiable subject matter.

SECTION 2:

If any portion(s) of this Agreement is disapproved because certain provisions are determined to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision(s) or agree to delete the offensive provision(s).

SECTION 3:


If the parties mutually agree in writing during the term of this Agreement that modifications of the Agreement are necessary, they may modify it. It is agreed that any request by either party for further negotiations due to change in legislative rules or regulations affecting any article of this Agreement will be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement.

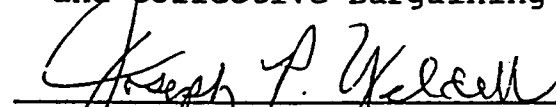
SECTION 4:

This Agreement shall remain in full force and effect until September 30, 1993. Unless either party gives to the other party a written notice of intention to modify or amend the Agreement ninety (90) days prior to its termination, this Agreement shall continue in full force and effect for another three (3) years following September 30, 1993.

On this 25th day of March, 1994, and witness thereto the parties hereto have set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

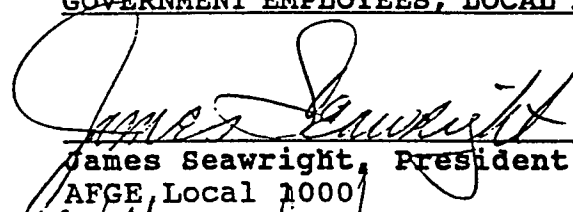

Debra McDowell, Director
Office of Labor Relations
and Collective Bargaining

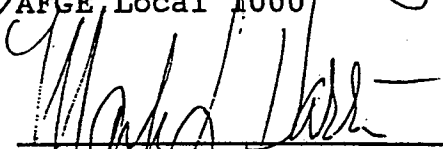

Joseph Yeldell, Acting Director
Department of Employment Services

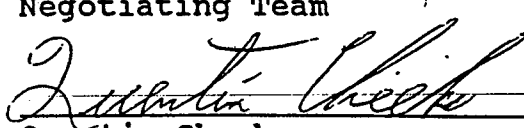

Daryl Hardy, Deputy Director
Negotiating Team


Lorri A. Taylor Hayes
Labor Relations Officer

**FOR THE AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 1000**


James Seawright, President
AFGE Local 1000


Mark Harris
Negotiating Team


Quentin Cheeks
Negotiating Team

Frank Orlando
Frank Orlando
Management Team

Delores Hollingsworth
Delores Hollingsworth
Management Team

Floyd Lewis
Floyd Lewis
Management Team

Shirley Hill
Shirley Hill
Union Team

N. Edwyna Ware
Edwyna Ware
Union Team

**MEMORANDUM OF UNDERSTANDING CONCERNING
WORKING CONDITIONS AGREEMENT
BETWEEN
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1000
AND
DISTRICT OF COLUMBIA GOVERNMENT
DEPARTMENT OF EMPLOYMENT SERVICES**

The Union and Management agree that the provisions of FY 1991-1993 Interest Based "Win-Win" negotiated working conditions agreement between the American Federation of Government Employees Local 1000 and the District of Columbia Government Department of Employment Services shall continue in effect until September 30, 1995.

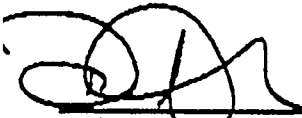
Unless either party gives to the other party a written notice of intention to modify or amend the Agreement one-hundred and eighty (180) and not less than one-hundred and fifty (150) days prior to its termination, this Agreement shall continue in full force and effect for another three (3) years following September 30, 1995.


The provisions of this Memorandum of Understanding shall be incorporated in and become a part of the newly negotiated Interest Based "Win-Win" Working Conditions Agreement between the American Federation of Government Employees Local 1000 and the District of Columbia Department of Employment Services.

On this 7th day of October, 1993, and in witness thereof, the parties hereto have set their signatures.

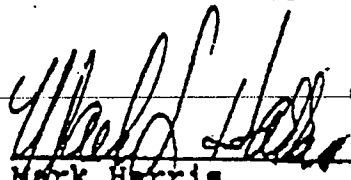
DISTRICT OF COLUMBIA

AFGE LOCAL 1000



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Quentin Cheeks
Negotiating Team

MEMORANDUM OF UNDERSTANDING

The District of Columbia Department of Employment Services (DOES) and American Federation of Government Employees (AFGE), Local 1000 agree to the following:

1. Within 45 days following the effective date of the Working Conditions Agreement each party will develop a list of positions which it believes should be included and/or excluded from the bargaining unit;

2. Within 45 days the parties agree to exchange such lists for the purpose of comparison and study; and,

3. The parties agree to examine the need to clarify the existing bargaining unit before the Public Employee Relations Board (PERB).

Agreed to this _____ day of _____, 1993.

D.C. DEPARTMENT OF EMPLOYMENT
SERVICES

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL 1000

MEMORANDUM OF UNDERSTANDING

FLEXIBLE TOURS OF DUTY

The Department of Employment Services (DOES) agrees to examine the possibility of providing flexible tours of duty, provided such are not disruptive to customer services. Flexible tours may be granted upon the request of an employee if the Department can arrange for appropriate accountability, and supervisory coverage.


Agreed to this _____ day of _____, 1993.

**D.C. DEPARTMENT OF EMPLOYMENT
SERVICES**

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL 1000**

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees, Local 1000 dated March 25, 1994 has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (§1-618.5(a), D.C. Code, 1987 Repl.), and is hereby approved this 3rd day of June, 1994.



Sharon Pratt Kelly
Mayor