

Department of Housing and  
Community Development  
and  
Department of Public and  
Assisted Housing

# Labor Management Agreement



Local 272  
Effective through September 30, 199



★★★  
OFFICIAL  
VERSION

Government of  
District  
Columbia

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## PREAMBLE

This Agreement is entered into between the District of Columbia Department of Housing and Community Development, the District of Columbia Department of Public and Assisted Housing, (hereinafter referred to as the Department) and the American Federation of Government Employees, Local 2725 (hereinafter referred to as the Union), and collectively known as the parties.

The purpose of this Agreement is:

1. to promote fair and reasonable working conditions;
2. to promote harmonious relations between the parties;
3. to establish an equitable and orderly procedure for the resolution of differences;
4. to protect the rights and interest of the employee, the Union and the Department; and
5. to promote the efficient operations of the Department.

Each party affirms without reservation the contents of this Agreement. Now therefore, in consideration of mutual covenants and promises contained herein, the Department and the Union do hereby agree as follows:

## ARTICLE 1 RECOGNITION

### Section A:

Local 2725 of the American Federation of Government Employees, AFL-CIO, is hereby recognized as the sole and exclusive representative for all employees in the bargaining units as described in Section B of this Article.

The Union as the exclusive representative of all employees in the unit has the right, as provided in Title 1, Chapter 6, Subchapter XVIII of the D.C. Code (1987 ed.) to act for and negotiate agreements covering all employees in the Unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization.

### Section B:

The bargaining units represented by the American Federation of Government Employees, Local 2725 are as follows:

1. All employees of the Department of Housing and Community Development (DHCD), excluding the security force, management officials, confidential employees, supervisors, any employees engaged in personnel work in other than a purely clerical capacity or employees engaged in administering the provisions of Title 1, Chapter 6, Subchapter XVIII of the D.C. Code (1987 ed.).
2. All employees of the Department of Public and Assisted Housing (DPAH), excluding the security force, management officials, confidential employees, supervisors, any employees engaged in personnel work in other than a purely clerical capacity or employees engaged in administering the provisions of Title 1, Chapter 6, Subchapter XVIII of the D.C. Code (1987 ed.).

#### Section C:

When a position(s) changes or a new position(s) is established and the parties differ as to whether the position(s) is inside or outside the bargaining unit, either party may file a unit clarification petition with the D.C. Public Employee Relations Board (PERB).

### ARTICLE 2 GOVERNING LAWS AND REGULATIONS

#### Section A:

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

#### Section B:

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

#### Section C:

If during the life of this Agreement a law from a higher authority invalidates or requires an amendment to any part of this Agreement the parties shall meet promptly upon request of either party to negotiate the change.

#### Section D:

The Department shall communicate, consult and negotiate with

ply the Union on matters related to working conditions affecting bargaining unit members. However, in accordance with the provisions of Article 9, Grievance Procedure, the Department may communicate with a grievant and/or authorized non-union representative in order to resolve a grievance related to the working conditions of the grievant.

#### Section E:

Except in emergency situations, the Department shall consult with the Union prior to changing Department rules, regulations or policies which affect the working conditions of bargaining unit employees. When the change directly impacts on the conditions of employment of bargaining unit members, such impact shall be a proper subject of negotiation.

### ARTICLE 3 EMPLOYEE RIGHTS

#### Section A - General:

1. All employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations.
2. Instructions and guidances shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.
3. The Department shall not retaliate against any employee for the exercise of his/her rights under this Agreement or any applicable laws, rules or regulations.

#### Section B:

1. The Department and the Union agree that employees have the right to join, organize, or affiliate with, or to refrain from joining, organizing, or affiliating with the Union. This right extends to participating in the management of the Union, or acting as a representative of the Union, including representation of its views to the officials of the Executive Branch, City Council, or other appropriate authority.
2. Employees shall be free from interference, restraint, coercion and discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and Labor-Management cooperation.

ARTICLE 4  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A:

The Department shall retain the sole right, in accordance with applicable laws, rules and regulations:

1. to direct employees of the Department;
2. to hire, promote, transfer, assign and retain employees in positions within the Department 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 Department, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices; and,
6. to take whatever actions may be necessary to carry out the mission of the Department in emergency situations.

Section B:

Notwithstanding Section A above, the Union may grieve, if in exercising management's rights, the Department violates any provisions of this Agreement or any Government-wide laws, rules or regulations which are grievable under this Contract.

ARTICLE 5  
DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A:

The Department shall print and distribute a copy of this Agreement to each individual in the bargaining unit within ninety (90) days of the effective date of this Agreement. The costs associated with the reproduction of this Agreement shall be borne by the Department.

tion B:

When the Department conducts orientation sessions for new employees, thirty (30) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. The Department shall provide each new employee with a copy of this Agreement, the Department's Employee Handbook and other relevant information.

Section C:

The Department shall provide the Union with reasonable written advance notice of the date, time and place of each orientation session.

Section D:

The Department shall include in each handbook published, the following statement:

Many employees of \_\_\_\_\_ are represented by Local 2725 of the American Federation of Government Employees, AFL-CIO, which is the exclusive bargaining agent and representative. The Union is available to help and represent employees on any employment related matter. The Union office is located at 1133 14th Capitol Street, N.E., Room G-9, and the telephone number is 202-4540.

In the event the Department does not publish a new handbook for the duration of this Agreement, the above paragraph shall be printed and inserted in each existing handbook. In addition, the Department shall list the Union in each publication of its telephone directory.

ARTICLE 6  
NON-DISCRIMINATION

Section A:

The Department and the Union agree not to discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, color, religion, sex (including sexual harassment), national origin, age, physical handicap, marital status, political affiliation or other criteria prohibited by law. The Department recognizes its responsibility to promote and ensure equal employment for all persons on the basis of merit without discrimination based on race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap or political affiliation and to

promote the full realization of EEO through positive programs of affirmative action at every management level within the Department.

#### Section B:

In the development and implementation of its affirmative action plan, and in accordance with District laws and regulations, the Department agrees to consider the following:

1. Procedures to allow for the redesigning of jobs to reflect the needs of the Department and the skills of employees;
2. Reasonable accommodations to the religious needs of employees; and
3. Ensure that discriminatory personnel management policies, procedures, or practices shall be handled in accordance with EEO procedures and statutes.

#### Section C:

The Department agrees to provide the Union with copies of the Affirmative Action Plan and furnish each employee with a copy. The EEO complaint regulations and procedures will be published, posted and distributed to each employee as well as included in the Affirmative Action Plan. The parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations. This does not preclude the non-EEO aspects of mixed grievances (where clear distinction can be made and where such complaints are within the scope of the grievance procedure as defined within this Agreement) from going through the negotiated procedure.

#### Section D:

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

#### Section E:

The Department agrees that the Union may submit names of employees to the Department for consideration for appointment to EEO Counselor positions, using the same criteria as are used for any other nominee. The Union shall be promptly notified in writing of the names and telephone numbers of the EEO Counselors.

#### Section F:

The names and telephone numbers of the EEO Counselors shall be posted on all bulletin boards in the Department.



ion G:

The Department shall provide all EEO Counselors with the education and training necessary to effectively perform the duties and responsibilities of the position of EEO Counselor.

Section H:

The Union shall have one (1) member on the Employee's Women's Program Advisory Committee selected by the Union representing a cross section of unit employees. The Union may designate an alternate to serve in the absence of its regular representative.

Section I:

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

"Sexual harassment" means unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or (3) such conduct has the purpose of or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include, but is not limited to, (a) verbal harassment or abuse, (b) subtle pressure for sexual activity, (c) patting or pinching, (d) brushing against another employee's body, and (e) demands for sexual favors.

Section J:

Through the procedures established for Labor-Management cooperation, each party shall advise the other of equal employment opportunity programs of which they are aware. The Department shall ensure that problems brought to its attention under this Article shall be promptly remedied.

ARTICLE 7  
UNION SECURITY AND UNION DUES DEDUCTIONS

Section A:

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 B:

The Department agrees to deduct Union dues from each employee's bi-weekly pay upon authorization on D.C. Form 277. Union dues withholding authorization may be cancelled 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 the 277 Form. When Union dues are cancelled, the Department shall withhold a service fee in accordance with Section C of this Article.

Section C:

Because the Union is responsible for representing the interests of all unit employees without discrimination and without regard to Union membership, (except as provided in Section E below), the Department agrees to deduct a service fee from each non-union member's bi-weekly pay without a written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents (\$.05) per deduction per pay period. Upon a showing by the Local Union of sixty percent (60%) of the eligible employees in the bargaining unit for which it has certification are Union members, the Department shall begin withholding, not later than the second pay period after this Agreement becomes effective and the showing of sixty percent (60%) is made, a service fee applicable to all employees in the bargaining unit(s) who are not Union members. 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 the Department and this Article. Employees who enter the bargaining unit where a service fee is in effect shall have the service fee or Union dues withheld by the Department within two (2) pay periods of his/her date of entry on duty or 277 Form authorization.

Section D:

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

Section E:

Where a service fee is not in effect, the Union may require any 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 provisions of Title 1, Chapter 6 of the D.C. Code.

Section F:

Within two (2) pay periods following the submission of an employee's application for membership and dues check-off the Department shall start deducting Union dues from the employees.

Section G:

Within two (2) pay periods following the effective date of an employee's separation from the bargaining unit, the Department shall stop deducting Union dues or service fees from the affected employee.

Section H:

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

Section I:

The Employer shall be indemnified or otherwise held harmless for any good faith errors or omissions in carrying out the provisions of this Article.

ARTICLE 8  
UNION REPRESENTATION

Section A:

The Department shall recognize elected Union Officers and stewards not to exceed fifty (50) provided that the distribution of union stewards is such that there is no more than one (1) steward for every twenty (20) employees within any one Administration. Such stewards shall be designated in proportion to the number of employees in each Department. As the number of authorized positions in the bargaining unit of each Department increases, one (1) additional steward shall be recognized for each twenty (20) employees added over and above the number employed by the Department as of the effective date of this Agreement. The Department shall also recognize appropriate elected Union officials and non-employee Union officials as authorized representatives of the Union.

#### Section B:

The Union will furnish the Department a written list of elected officials, stewards and authorized employee representatives and submit changes as they occur. Recognition will be given to those representatives whose names have been submitted to the Department.

#### Section C:

Stewards are authorized to perform and discharge the duties and responsibilities of their position as it relates to representing the employees of the Unit. Requests by Stewards to meet with employees or requests of employees to meet with Stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited, and the general nature of the Union business to be conducted.

#### Section D:

The Department shall make every reasonable effort to notify the Union no later than five (5) work days prior to placing Union representatives on special assignments and/or details or making shift changes. In the case of reassignments or transfers, the requirements of Article 18 shall apply. In no case shall such action be taken as a means of punishment or retaliation.

#### Section E:

A Union representative, when leaving work to transact permissible labor-management business as defined by this Agreement during work hours, first shall request permission from his/her immediate supervisor.

The Union and employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the Department agrees that such permission for release shall not be unreasonably delayed.

#### Section F:

Upon entering a work area other than his/her own, the Union representative shall advise the appropriate supervisor of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area but not to meet with a bargaining unit member, he/she must notify the appropriate supervisor upon arrival.

#### Section G:

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

1. Assist employees in the preparation and/or presentation of grievances, complaints or appeals;
2. Furnish the employees advice on his/her rights and privileges under this Agreement and applicable laws, rules and regulations;
3. Arrange for witnesses and obtain other information or assistance relative to a grievance or appeal;
4. Consult with Management officials or other appropriate District Government officials to provide mutual cooperation; and
5. Conduct and/or participate in other legitimate labor-management business.

#### Section H:

The Union agrees that grievances should preferably be investigated, received, processed and presented during the first and last hour of the grievant's scheduled tour of duty unless otherwise authorized. The Department recognizes that this is not always practicable and will not prevent Union representatives from representing employees at other times consistent with the provisions of this Agreement.

#### Section I:

The Department reserves the right to grant permission for attendance at Union meetings during work hours when such assemblage is in the interest of the Department, provided that release of employees will not unduly interrupt the work force in the judgment of Management.

#### Section J:

The Department shall not punish or retaliate against employees for performing permissible labor-management business.

### ARTICLE 9 GRIEVANCE PROCEDURE

#### Section A:

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

Therefore, the Department and the Union retain the right to settle any grievance in the enforcement of this Agreement. The Department shall ensure that all settlements reached with respect to grievance resolution and other matters regarding enforcement of this Agreement shall be implemented.

## Section B:

A grievance is a complaint by a party or parties that:

1. There has been a violation, misapplication or misinterpretation of this Agreement;
2. That there has been a violation or misapplication of appropriate term(s) and condition(s) of the Compensation Agreement for Units 1 & 2.
3. There has been a violation or misapplication of any law, rule or regulation which affects a term(s) or condition(s) of employment.

## Section C- Presentation of Grievance:

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

2. Catagories of Grievance:

- a. Personal: A grievance of a personal nature requires signature of the aggrieved employee at Step 2 even if the grievant is represented by the Union. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity pursuant to advance notification to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or adjustment, decision or response made by the Department must be sent to the Union.
- b. Class: A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President directly at Step 4 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 2 of the grievance procedure and the Department Head, or his designee shall respond in writing within 20 working days of its receipt.
- c. Group: If a grievance involves a group of bargaining unit employees within the Department, the grievance may be filed by the group of employees at the appropriate step of the grievance procedure where resolution is possible.

In the event the group is not represented by the Union, the Union must be given opportunity pursuant to advance notification to be

present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties as adjustment, decision or response made by the Department must be sent to the Union.

Section D - Procedure:

a. Step 1: The aggrieved employee, with or without a Union representative, shall orally present and discuss the grievance with the employee's immediate or acting supervisor within twenty (20) work days of the occurrence of the event giving rise to the grievance, or within twenty (20) work days of the employee's or Union's knowledge of such event. The supervisor shall make a decision on the grievance and reply to the employee and his/her representative within ten (10) work days after oral presentation of the grievance.

b. Step 2: If the grievance is not settled, the employee with or without his/her Union representative, shall submit a signed, written grievance to the appropriate management official within ten (10) work days following the supervisor's oral response. The grievance at this and subsequent steps shall contain:

1. Description of the nature of the grievance;
2. The date(s) on which the alleged violation occurred;
3. A statement of the remedy or adjustment sought;
4. Authorization by the employee if Union representation is desired.
5. The signature of the aggrieved employee and the Union representative, if applicable, according to the category of the grievance.

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

The appropriate management official shall submit a signed, written response to the grievance to the employee and his/her Union representative within ten (10) work days of its receipt. If the aggrieved employee is not being represented by the Union, the management official must send a copy of the Step 2 response to the Union within ten (10) work days of receipt of the Step 2 grievance.

c. Step 3: If the grievance remains unsettled, the grievance shall be submitted to the Chief Management Official in his/her division within ten (10) work days following receipt of the appropriate management official's Step 2 response.

The Chief Management official in the division shall respond in a signed statement to the employee and his/her represen-

tative within ten (10) work days of the Step 3 grievance. If the aggrieved employee is not being represented by the Union, the Chief Management official of the division must send a copy of the Step 3 response to the Union within ten (10) work days of receipt of the Step 3 grievance.

d. Step 4: If the grievance remains unsettled, the employee shall submit it to the Director within ten (10) work days following receipt of the Step 3 response. Within fifteen (15) work days of the Step 4 grievance the Director or his designee shall meet with the aggrieved employee and his/her representative to attempt to resolve the grievance or must respond in writing. If a meeting occurs, the Director shall respond in writing to the employee and his/her representative within seven (7) work days following the Step 4 meeting. If the employee is not being represented by the Union, the Director must send a copy of the Step 4 response to the Union within ten (10) work days of the Step 4 meeting.

e. Step 5: If the grievance remains unsettled, the Union within twenty (20) work days from receipt of the Director's response, shall advise the Director in a signed statement whether the Union intends to request arbitration of the matter on behalf of the employee(s). Only the Union can refer a grievance to arbitration.

#### Section E - Arbitration:

1. Selection of an Arbitrator: Within seven (7) work days from the Department's receipt of the arbitration request, the moving party shall solicit a panel of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the FMCS or AAA panel, the parties shall select a mutually agreeable arbitrator. If the list does not contain a mutually agreeable arbitrator, then each party shall alternately strike names from the panel until one (1) remains.

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

If either party refuses to participate in the selection of an arbitrator, FMCS or AAA shall have the authority to appoint one, upon the request of the opposing party.

2. The Department shall provide the hearing site, which must be agreeable to both parties. If any additional costs are involved, they shall be borne equally by the parties.

3. The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to consolidate grievances.



4. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
5. The hearing shall not be open to the public or persons not immediately involved.
6. Witnesses shall be sequestered upon request of either party.
7. Either party has the right to record the hearing or to have a verbatim stenographic record made at its own expense. The expense may be shared upon mutual agreement.
8. The parties shall attempt to submit a written joint statement of the issue or issues to the arbitrator.
9. The parties shall exchange witness lists either orally or in writing prior to the date the hearing is commenced.
10. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasonings and conclusions within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later.
11. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award to the issue(s) presented.
12. The arbitrator shall have full authority to award appropriate remedies.
13. The arbitrator's award shall be binding upon both parties.
14. A statement of the arbitrator's fee and expenses shall accompany the award. The fees and expenses of the arbitrator shall be borne equally by the parties. Either party may appeal the arbitrator's award in accordance with applicable law and regulations.

#### Section F - General:

1. All time limits shall be strictly observed unless the parties mutually agree to extend said time limits.
2. The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, all unit employees entitled to be present shall be excused with pay for that purpose. An employee whose tour of duty is other than the administrative work week shall have his/her tour

justed to be placed in a duty status for any hearing at which they are called as witness.

3. If either party considers a grievance to be either substantive or procedurally non-grievable or non-arbitrable, that party shall so notify the other party prior to the date of the hearing.

4. Issues of procedural or substantive arbitrability raised shall be presented first at the arbitration proceeding.

## ARTICLE 10 DISCIPLINE

### Section A:

Disciplinary action(s), including adverse action(s), corrective action(s) and admonishment(s) shall be imposed against a bargaining unit employee only for cause as defined in D.C. Code, §1-617.1(d) (1987 ed.).

### Section B:

Employees have the right to contest corrective or adverse actions taken for cause through either OEA or the negotiated grievance procedure. An employee shall elect either of these procedures in writing and the selection once made cannot be changed.

1. Should the employee elect to appeal the action to OEA, such appeal shall be filed in accordance with OEA regulations.

2. Should the employee elect to grieve the action under the negotiated grievance procedure, the grievance must be filed at the appropriate step within twenty (20) work days from the effective date of the action. However, should the employee elect to utilize the negotiated grievance procedure, only the Union may take the appeal of a corrective or adverse action to arbitration.

### Section C:

In imposing disciplinary actions the Department shall apply progressive discipline and shall consider the mitigating factors against the alleged offense, in accordance with D.C. Code, §1-617 (1987 ed.).

### Section D:

If the Department has reason to counsel an employee, it shall be done in private so as not to unnecessarily embarrass the employee before other employees or the public.

ction E:

Employees against whom disciplinary action(s) is proposed shall be informed in writing of the right to Union representation. If a supervisor believes that any meeting with an employee could result in disciplinary action, the employee may request to have a Union representative present at said meeting. Such requests shall not be denied.

ARTICLE 11  
LABOR-MANAGEMENT COOPERATION

Section A:

The Department and the Union shall establish a joint labor-management committee that will meet on a monthly basis. The agenda for scheduled meetings shall be exchanged at least five (5) days prior to the meeting. In the absence of an agenda or notification five (5) days in advance, no meeting shall be held. Labor-Management meetings shall be held with the Director of the Department or his/her designee.

Section B:

The Committee shall be composed of five (5) members representing the Union and five (5) members representing the Department.

The Labor-Management Committee shall exchange views and consider and make recommendations to the Department about policies and practices related to working conditions, terms of employment and the implementation of this Agreement. The Committee shall also discuss matters of common interest to both parties, or other matters which either party believes will contribute to the improvement of relations between them.

It is understood that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings, nor shall the meeting be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

Other meetings of the Committee may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

Section C:

The standing members of the Labor-Management Committee appointed by the Union shall be granted official time to attend the above conferences when the conferences occur during the regular work-

ing hours of the employees. The Union shall notify the Department at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed members.

Section D:

Each party may have other officials who are not employees of the Department. However, such representatives shall not exceed two (2), unless otherwise mutually agreed upon.

Section E:

A brief summary of the matters discussed and any understandings reached at all meetings as well as the position taken by the parties in a disagreement will be prepared and initialed by both sides.

ARTICLE 12  
EMPLOYEE LISTS AND INFORMATION

Section A:

Within 30 days after the effective date of this Agreement, the Department shall provide the Union with a list of all employees in the bargaining unit. The list shall include the following information:

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

This list shall be updated quarterly. If the list is not provided in a timely fashion the Union shall submit a written request to the Department.

Section B:

The Union shall also be provided the following information:

1. A list of new hires, separations, transfers, reassignments and details in excess of 60 days, to be provided quarterly;
2. EEO Reports, as they are printed; and,

3. Merit Staffing Vacancy Announcements, as they are posted.

#### Section C:

Within thirty (30) days after the effective date of this Agreement, the Department shall provide the Union with an approved, standardized copy of the position description for each job category in the bargaining unit.

#### Section D:

Management agrees to provide the Union with a copy of updates and changes to the Comprehensive Merit Personnel Act (CMPA), the District Personnel Manual (DPM), and all written Department administrative issuances which affect working conditions of bargaining unit employees as they are issued.

#### Section E:

The Department will notify the Union of reorganization/reignment plans within the Department prior to implementation.

### ARTICLE 13 FACILITIES AND SERVICES

#### Section A:

The Department agrees to the use of facilities for meeting purposes for the Union subject to the following conditions:

1. Meetings will be held before the start of business, during lunch periods and after close of business.

2. The use of facilities will not involve any additional expense to the District Government other than the normal expenses which are incurred for items such as heating and lighting.

3. The Union will request in writing the use of D.C. Government facilities for the purpose of Union meetings no later than two (2) working days in advance of requested meeting date. The Department will reply within two (2) days of initial request.

4. The Union recognizes its responsibility in using District facilities to observe all applicable security and public safety regulations and to conduct its meetings in an orderly manner so as not to interfere with normal work operations, and assumes responsibility for all damages to District property occasioned by their use, and agrees to leave the facility in a clean and neat condition.

ARTICLE 14  
BULLETIN BOARDS

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

ARTICLE 15  
SAFETY, HEALTH AND COMFORT

Section A:

The Department shall provide the employees with reasonably safe and healthful working conditions in accordance with Title 1, Chapter 6, Subchapter XXI of the D.C. Code (1987 ed.). It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety.

Section B:

The Department shall ensure that training is offered, at no expense to the employee, in cardiopulmonary resuscitation (CPR) and first aid. The Department shall provide first aid kits for each administration. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union and included in the Department's telephone book. In addition, the Department shall provide one (1) first aid kit at each outside property and in each emergency vehicle. The Department and the employees will cooperate in ensuring that all first aid kits are maintained. The Department shall promptly contact outside emergency medical or other appropriate employee services when an emergency occurs which warrants this type of assistance.

Section C:

The Department shall make every reasonable effort to provide and maintain clean, sanitary and stocked restroom facilities for all employees.

Section D:

The Department shall make every effort, within a reasonable period of time and consistent with the District Government timetable, to remove asbestos from all known worksites.

Section E:

The Department agrees to maintain the work place and its equip-

ent in good condition. Deficiencies in this area shall be discussed and corrected. Shower rooms and related facilities shall be repaired and maintained in good condition.

The Union and the Department shall make every effort to prevent accidents of any kind. If accidents occur, the prime consideration will be the welfare of the injured employee. As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or his/her coworkers. The supervisor must report injuries to the Safety Officer.

#### Section F:

In the event of excessive temperature or equipment failure, nonessential employees may be reassigned or released in accordance with the District Personnel Manual, Chapter 12.

The District Personnel Manual defines excessive temperature in Appendix C and is listed here for informational purposes:

95 degrees Fahrenheit	- 55% humidity (minimum)
96 degrees Fahrenheit	- 52% humidity
97 degrees Fahrenheit	- 49% humidity
98 degrees Fahrenheit	- 45% humidity
99 degrees Fahrenheit	- 42% humidity
100 degrees Fahrenheit	- 38% humidity

During extremely cold weather conditions, the Department agrees that affected nonessential employees, as determined by the Director, working inside buildings will be dismissed or relocated at Management's option, when the temperature in a particular building is so low that employees cannot perform work adequately.

Nonessential employees who are required to work outside shall not be required to perform those duties during periods of severe inclemency, as determined by the Director, with consideration of the U.S. (National) Weather Bureau.

#### Section G:

Employees shall promptly report to Management all deficiencies in maintenance of vehicles for corrective action. The Department agrees to present vehicles to D.C. Safety Inspection at the prescribed time(s).

#### Section H:

When an employee identifies what she/he believes to be an unsafe or unhealthful working condition, the employee shall notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate action. If an unsafe or unhealthful condition is determined to exist, the affected employee(s) shall not be required to perform duties in the affected area. During this period, the supervisor may require the employee(s) to perform

their duties in another work area or to perform other duties outside the affected area.

#### Section I:

When the Department is aware of a workplace inspection or investigation which is conducted by a Department safety representative or by an outside agency, such as OSHA or NIOSH, in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity 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 J:

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

#### Section K:

The Department shall prepare and post instructions to evacuate the building at 1133 North Capitol Street, N.E.; 51 N Street, N.E., 70 Pierce Street, N.E., any other work site(s) of DHCD or DPAH in case of emergency.

#### Section L:

The Department agrees to take necessary steps to ensure the safety of employees who are required to work alone. The Department agrees to immediately implement all present security/safety measures affecting these employees and to ensure that these procedures are known and carried out by all employees. Where necessary, the Department agrees to revise and/or implement security/safety measures for the protection of employees. A continuous review of security/safety measures shall be the joint responsibility of Management and the Union.

#### Section M:

The Department shall acquire, maintain and require employees to use safety/protective equipment to protect them from hazardous conditions encountered during the performance of official duties.

The Union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment for consideration by the Department. The Union shall also be consulted prior to purchase of major new equipment and/or devices impacting upon working conditions and/or personnel.

The Union agrees to promote and encourage employees to follow safety procedures.



#### Section N:

The Department agrees to provide to potentially exposed employees and the Union, all information available to the Department concerning hazardous substances. A listing of all chemicals used by the Department along with their generic names shall be provided annually to the Union. Such listing shall indicate chemical use by work area. Within budgetary limitations, emergency shower facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

#### Section O - Safety Committee:

A safety committee of three representatives from the Union and three representatives from Management, one of whom shall be the Department's Safety Officer, will be established in the Department. One Union and one management representative shall serve as co-chairpersons. The Committee shall:

(1) Meet once a month, or at the call of either co-chairperson, to review special conditions which may develop.

(2) Conduct safety surveys and inspections and make joint recommendations to the appropriate administrator, through the Safety Officer.

(3) Seek resources and coordinate the development and conduct of appropriate health and safety training programs. All training shall be coordinated with the Office of Administration and Management.

(4) Consult with, and render assistance to the Department Safety Officer upon request.

#### Section P:

The Department is responsible for providing injured employees with information regarding proper accident reporting forms and for helping employees properly complete accident reporting and compensation forms.

#### Section Q:

The safety officer shall provide the Union a copy of the monthly report of on-the-job injuries, submitted to the Department of Employment Services, Office of Occupational Safety and Health. The safety officer shall promptly notify the Union in the event of an on-the-job death.

#### Section R:

Within space limitations, the Department agrees to provide an employee lunchroom at the main offices of DHCD and DPAH which may be used by employees during their lunch period. If this is not possible, and at other Department facilities, Management shall attempt to identify space in which employees may eat lunch.

Section S:

The Department and the Union mutually recognize the need for protection of employees from assault and intimidation at the work place and will work cooperatively to obtain appropriate protective measures.

Section T:

An employee may be accompanied by a Union representative at any meeting regarding a fitness-for-duty examination.

Section U:

The Department agrees to explore the establishment of a Health Unit for use by DHCD and DPAH employees and to consult with the Union on this issue.

ARTICLE 16  
ENVIRONMENTAL DIFFERENTIAL

The Union may submit to the Department a list of positions which it has determined to be eligible for an environmental differential. The Department shall submit this list, along with the necessary supporting information, to the D.C. Office of Personnel for approval or disapproval. Personnel's decision will be made available to the Union.

ARTICLE 17  
REASSIGNMENTS

Section A:

If any employee is to be reassigned, he/she will be given advance notice of the reassignment including an explanation related thereto. If reassignment involves a relocation to a different facility or building, five (5) working days notice will be given. Any notification of reassignment will be accompanied by a request for personnel action.

Section B:

In no instance will reassignment or transfer from the bargaining unit be used as a means of punishment or retaliation.

Section C:

In the event a reassignment of a Union Steward, Chief Steward or President is planned, the Union President will be given fifteen (15) working days written notice regarding such anticipated reassignment.

#### Section D:

Employees requesting reassignment or transfer within the same organizational unit or to other organizational units shall submit a request in writing inclusive of the supportive reasons to their immediate supervisor. If denied by the immediate supervisor, the request may be appealed through the appropriate levels of supervision up to the Director. Response to the request shall be issued at each level within a reasonable period of time.

#### ARTICLE 18 UNIFORMS

The Department shall provide all wage grade and District schedule employees whose duties require uniforms with a supply of five (5) uniforms. Replacement uniforms will be provided only when the worn ones are returned to the Department. Employees who have been issued uniforms are required to wear those uniforms while on duty. Employees who terminate their employment are required to return their uniforms prior to receiving their final pay check.

If the Department determines that protective clothing is required for certain employees to perform their duties, such items shall be provided. If protective clothing is provided, it must be worn. In its determination of whether or not protective clothing is required for an employee's duties, the Department shall follow appropriate OSHA safety standards as well as any other applicable laws, rules and regulations.

Employees required to work outside shall be furnished with appropriate clothing, such as rainwear, etc., which is suitable for the weather conditions in which they are required to work.

#### ARTICLE 19 TOOLS

#### Section A:

The Department shall provide at no cost a first issue of all tools it deems necessary for employees to perform their work. New and current employees will be responsible for replacing tools lost or stolen except where theft from a secured department vehicle, authorized private vehicle, or location is involved and where the employee was not at fault. Management will replace worn or broken tools issued upon the return of unservicable tools, unless it is evidenced that the employee has abused the tools. Management shall provide lockable tool boxes and secure locations for the tools. Employees will be responsible for obtaining and maintaining their own locks for individually issued tool boxes.

Section B:

The Department shall maintain its power and special tools in safe working condition. Employees will be responsible for proper care and safe operation of power and special tools after receiving proper training in the use and care of the tools. Tools issued will remain the property of the District of Columbia Government. Employees terminating their employment shall be required to return such tools prior to receiving their final paycheck.

ARTICLE 20  
TEMPORARY OR TERM EMPLOYEES

The Department shall provide the opportunity to an employee who has occupied a temporary or term position(s) for more than one (1) year and has performed at a satisfactory level to be considered for a permanent position in the Department.

ARTICLE 21  
HOURS OF WORK/OVERTIME ADMINISTRATION

Section A:

To the extent possible employees shall be notified five (5) work days in advance of any permanent or long term (i.e. six (6) months or longer) change in their scheduled tour of duty.

Section B:

Staff meetings shall be scheduled during regular working hours except in the case of an emergency.

Section C:

The use of compensatory time shall be governed by the provisions of the Compensation Units 1 and 2 Agreement.

Section D:

Overtime assignments shall be distributed equitably among volunteers from the work unit in which the overtime work is to be performed. If there are not enough volunteers, Management shall distribute the remaining overtime assignments equitably among qualified employees. An employee assigned to work overtime may be excused at the supervisor's discretion if he/she has a valid reason. Each such situation shall be considered on its merits.

Section E:

The Department shall make every effort to notify employees in advance when overtime work will be required. When a supervisor requests or directs an employee to perform overtime work the supervisor shall make every reasonable effort to give the employee a written statement that the overtime work has been authorized by the Director.

Section F:

The Department shall properly record on time and attendance forms overtime hours worked, and shall process the forms so that the employee(s) may be paid no later than the first pay period following the one in which the work was performed.

ARTICLE 22  
USE OF PRIVATE VEHICLES

Section A:

1. The Department shall provide within budgetary limitations, vehicles for the use of employees who need transportation to perform their duties. Usage of such vehicles shall be given priority in areas where public transportation is not available.
2. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee shall have the right to elect to use either his/her private vehicle or public transportation, consistent with Department and District-wide rules and regulations.

Section B:

1. If an employee elects to use his/her private vehicle to perform his/her duties the Department shall reimburse the employee for mileage at the rate established between the Department and Union at the City-wide level, consistent with Department and District-wide rules and regulations.
2. Where an employee elects to use public transportation, work assignments shall be adjusted to allow for increased travel time. Employees who use public transportation for the performance of their duties shall not be adversely affected in the Department's evaluation of their productivity if such productivity is diminished as a result of longer travel time. The Department shall reimburse employees for the actual cost of public transportation use, consistent with Department and District-wide rules and regulations.

Section C:

An employee whose vehicle is rendered inoperable during the course of official duties shall be granted reasonable time, upon notification to the supervisor, to make minor repairs or get the vehicle to a garage and return to the Office.

Section D:

Employees shall be reimbursed in accordance with District government rules and regulations for the following expenses incurred during the performance of duties for the Department with a government or private vehicle:

1. Parking fees;
2. Tolls; and
3. Parking tickets incurred through no fault of the employee.

ARTICLE 23  
CONSULTATION AND COUNSELING

Section A:

The parties recognize that alcoholism, drug abuse and emotional disorders are illnesses that can interfere with job performance. As such the Department shall make substantial efforts in accordance with the District EAP Program to assist bargaining unit employees, suffering from these illnesses, to recover.

Section B:

When a bargaining unit employee's excessive absenteeism or performance deficiencies are suspected to be due to alcoholism, drug abuse or an emotional disorder, the Department shall refer the employee, in writing, to a counseling or treatment program. If the employee accepts the Department's referral and participates in the counseling or treatment program, the Department must give the employee a reasonable period of time after completion of the treatment program to recover and to improve his or her performance and/or attendance.

Section C:

If the employee refuses to seek counseling and/or there is not an inadequate improvement in work performance and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action shall be initiated as warranted. Employees accepting direct referral will be provided reasonable time prior to adverse action being taken to improve work performance and/or

the requirements of the employee consultation and counseling service if the employee's work performance satisfactorily improves.

Section D:

The Employer will post a notice on bulletin boards describing the consultation and counseling service.

Section E:

The Department shall grant excused leave (i.e. Annual Leave, Sick Leave or Leave Without Pay) to an employee suffering from alcoholism, drug abuse or an emotional disorder for the time he/she participates in a counseling or treatment program. Such leave must be requested in advance and scheduled so as not to unduly interfere with the work of the Department.

Section F:

The Department shall give written referrals to the D.C. Employee Consultation and Counseling Service to an employee who is experiencing other personal problems which are causing an adverse affect on his/her job performance and/or attendance.

If the employee accepts the Department's referral and participates in the Service, the Department shall give the employee a reasonable opportunity to improve his/her performance and/or attendance. If the employee's performance and/or attendance does not improve, the Department may initiate disciplinary action against the employee for cause in accordance with Article 10 of this Agreement and applicable D.C. laws and regulations.

Section G:

With respect to any programs or services attended by employees pursuant to this Article, no employee shall be required to sign a consent form(s) authorizing the release of information to any supervisor or to the Department except for information regarding an employee's attendance in the program.

ARTICLE 24

TRAINING, CAREER DEVELOPMENT, AND UPWARD MOBILITY

Section A:

Consistent with employee development and affirmative action program guides, it is the Department's intention to provide training and career development opportunities for bargaining unit employees for the purpose of developing and maintaining their skills so that they may perform at their highest possible levels

in their positions and advance in accordance with individual potential and abilities.

Section B:

1. The Department will offer to assist employees in implementing individual career development plans by providing easy access to information on training opportunities, publicizing current training programs, advising employees of requirements needed to enter training programs, assisting employees in applying for training opportunities, scheduling training and making resources available to cover approved expenses for training.
2. The Department shall distribute to all bargaining unit employees, on a quarterly basis, a list of training programs offered by or through the Department.
3. Employees shall be given reasonable opportunities to discuss training needs and/or opportunities with their supervisors and/or other Department or Personnel officials.

Section C:

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

Section D:

The parties recognize the importance of career development, training and upward mobility. The Labor-Management Committee established in this Agreement shall on a periodic basis perform the following functions:

- a. review existing policies and practices, with respect to training and career development and recommend changes in existing programs;
- b. recommend the adoption of new programs, policies and practices;
- c. review and offer comments on programs proposed by the Department; and



The Labor-Management Committee may, if it deems necessary, establish a subcommittee to deal with these issues.

Recommendations submitted to the Director by the Committee shall be given careful consideration and the Committee shall be informed within a reasonable period of time of the status of its recommendations.

## ARTICLE 25 PERFORMANCE EVALUATIONS

### Section A:

The parties agree that the performance rating plan in effect on December 31, 1979 shall remain in effect and apply until such time as a new performance rating plan is established, after negotiations with appropriate labor organizations, consistent with the Comprehensive Merit Personnel Act (CMPA).

### Section B:

Each employee will be given, within thirty (30) days of entering a new position, or within thirty (30) days of reassignment involving changed or additional duties, notification of the duties and responsibilities which will be used in the performance rating process. As soon as factors are identified for each occupational group, every employee in that occupational group will be notified of the factors which will be used in rating his/her performance.

### Section C:

The employer agrees to discuss work deficiencies with employees when observed and advise ways of improving performance. In any case, notice of unsatisfactory performance shall be given in accordance with personnel regulations.

### Section D:

The Employer recognizes its responsibility to assure employees fair and objective evaluations.

### Section E:

At the same time that an annual performance rating is given, the responsible supervisor will discuss with the employee areas of potential development and improvement, including the employee's performance under the agency's work plan.

ARTICLE 26  
PERSONNEL FILES

Section A:

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the Office of Personnel.

Section B:

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

Section C:

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

Section D:

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

Section E:

The access card signed by all those who have requested and been given access to the employee's file, as required by personnel regulations and procedures, shall be made available for review by the employee.

Section F:

Each employee shall have the right to present information immediately germane to any information contained in his/her official personnel record and have irrelevant or untimely information removed from the record.

ARTICLE 27  
DETAILS AND TEMPORARY PROMOTIONS

Section A - Details:

1. A detail is the temporary official assignment of an employee

to a different position for a specified time period with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall at all times be considered the incumbent of his/her regular position.

2. Details shall be made in accordance with personnel regulations and will be used for meeting temporary needs of the Department's work program and for on-the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission or organization, unanticipated absence, or to complete special projects.
3. When an employee is detailed to a higher graded position for more than ninety (90) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the ninety-first (91st) day.
4. For details in excess of thirty (30) days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee's official personnel file.
5. For details in excess of ninety (90) days, the employee's performance in the position to which he/she has been detailed shall be evaluated (including a rating) by the detail supervisor; the detail evaluation shall be included in the employee's official personnel file.
6. Details shall not be made as a means of retaliation or punishment.

#### Section B - Temporary Promotions:

1. A career employee may 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.
2. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.
3. A temporary promotion exceeding 120 days shall be made in accordance with merit promotion procedures.

### ARTICLE 28 POSITION MANAGEMENT AND CLASSIFICATION

#### Section A:

Each position covered in the bargaining unit that is in existence or is established or changed must be accurately described in

writing, and classified to the proper occupational title, series, schedule and grade.

Section B:

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

Section C:

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

Section D:

Where language such as "other duties as assigned" or "performs other duties as assigned" appears in an employee's official position description, the clause shall mean those duties which must be performed and must be directly related to those duties listed in the employee's position description.

Section E:

The parties agree that the principle of equal pay for substantially equal work shall be applied to all position classifications and personnel actions in accordance with the D.C. Code.

Section F:

An employee, upon request, shall have access to organizational and functional charts, and other pertinent information directly related to the classification of his/her position.

Section G:

Violations of classification issues/equal pay for equal work shall be appealed through the procedures outlined in the District Personnel Manual, Chapter 11A, §1110.

ARTICLE 29  
MERIT STAFFING

Section A - Purpose:

1. The Department shall ensure that merit promotion principles

are applied in a consistent and equitable manner to all applicants in bargaining unit positions.

2. All selections shall be based on objective, job-related selection criteria and shall be made without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation or Union activity.

#### Section B:

All position within the bargaining unit shall be filled in accordance with the District's Merit Staffing Plan.

#### Section C:

The Department agrees that vacancy announcements shall be posted in accordance with personnel regulations for a period of at least ten (10) work days prior to the expiration date throughout the Department. If such announcements are limited to Department only, they may be posted five (5) days, consistent with District personnel regulations. Such announcements shall provide a synopsis of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. The Union president or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections or amendments.

#### Section D:

A review of an applicant's minimum qualifications shall be made by a representative of the D.C. Office of Personnel (DCOP). An applicant in the bargaining unit who is rated ineligible shall be notified by DCOP in writing. Redress, if any, shall be in accordance with the District's Merit Staffing Plan.

#### Section E:

If the selecting official interviews one (1) candidate, he/she shall interview all candidates in accordance with District Personnel Manual. Interviews must be job-related, reasonably consistent, and fair to all candidates, consistent with D.C. laws and regulations.

### ARTICLE 30 CONTRACTING OUT

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is a mutual concern to the Department and the Union. The Department agrees to consult with the Union regarding the impact of such contracting out

on employees covered by this Agreement. The Department agrees to abide by appropriate District rules and regulations regarding contracting out.

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union ninety (90) days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's positions and give reasons in writing to the Union for any contracting out action.

## ARTICLE 31 GENERAL PROVISIONS

### Section A. - Distribution of Health Benefit Plan Brochures:

The Department through the Public Service Cluster #4, agrees to distribute the American Federation of Government Employees (AFGE) Health Benefit Plan Brochure to all eligible unit employees during open health enrollment periods, provided such brochures are made available to the Department by the Union.

### Section B. - Receipt of Bi-Weekly Paychecks:

All employees shall receive bi-weekly paychecks as soon as they are sorted and distributed to the various work locations. The Department shall distribute checks once they are processed.

## ARTICLE 32 REDUCTION-IN-FORCE

### Section A:

The Department agrees to provide the Union with at least thirty (30) days notice prior to formal notification to employees of a proposed reduction-in-force due to reorganization or technological changes which may result in a reduction-in-force of employees in the bargaining unit. The Department further agrees to investigate alternatives for minimizing the effect on employees through reassignment, retraining, or job restructuring, restricting recruitment and other appropriate means to avoid separation of employees in full compliance with applicable laws and regulations.

Priority reemployment rights will be afforded to employees separated through reduction-in-force prior to filling vacant positions of the same or similar job classifications (except when the agency fills positions through in-service placement action; in accordance with District's reduction-in-force procedures.

**Section B:**

The Department shall implement all reductions-in-force in accordance with Title 1, Chapter 6, Subchapter XXV of the D.C. Code (1981 ed.) and Chapter 24 of the D.C. Personnel Regulations published in the D.C. Register.

**Section C:**

The Department shall implement the provisions of the Compensation Agreement for Compensation Units 1 and 2 concerning layoffs and furloughs.

**ARTICLE 33  
REORGANIZATION/REALIGNMENT**

Prior to the Department's implementation of a reorganization/realignment, the Department shall notify the Union, in writing, and shall provide the Union with the following:

- a. a description of the purpose and nature of the changes;
- b. organizational charts both existing and proposed;
- c. mission and function statements both existing and proposed;
- d. staffing patterns both existing and proposed; and
- e. any other relevant information needed by the Union to evaluate the reorganization and its impact on the bargaining unit.

**ARTICLE 34  
LEAVE ADMINISTRATION**

**Section A - Maternity:**

Absence for maternity reasons is a period of approved absence for incapacitation related to pregnancy and confinement.

The granting of leave for this purpose is a combination of leave without pay, accumulated sick leave and annual leave. A pregnant employee is entitled to use her accumulated sick leave for period she is unable to work for medical reasons certified by a physician.

The employee is required to make known to her supervisor in advance her intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration

to allow the Department to arrange for any staffing adjustments which might be necessary.

Section B - Paternity Leave:

A male employee may be granted his accumulated annual leave, leave without pay or a combination of both, for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section C - Leave for Adoptive Parents:

Request for leave by an employee, male or female, adopting a child may be granted based on his/her accumulated annual leave, leave without pay or a combination of both.

Section D:

Leave for maternity or paternity purposes may be granted for a period of up to three (3) months and may be extended to a maximum of six (6) months. The total amount of leave that can be granted for parenting reasons, consistent with this paragraph cannot exceed one (1) year.

Section E:

An employee will remain in the position or be placed in a position of like seniority, status and pay, upon return to work unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for similar reasons unrelated to the maternity absence.

Section F:

Approval of leave shall be in accordance with District policies and regulations.

Section G - Union Business Leave:

Employees elected to any Union office or selected to perform work which takes them from their employer shall submit a written request for a Leave of Absence Without Pay. A request for a leave of absence shall be submitted two (2) weeks in advance. Such requests shall contain justification and dates of commencement and termination of such leave. The Employer agrees that the initial request for a leave of absence shall not exceed one (1) year.

The Employer shall have the right to grant or deny such requests. If granted, the initial leave of absence shall not exceed one (1) year and the employee benefit costs during that period will not be borne by the District government.

Section H - Education and Training Leave:

An employee may be granted a leave of absence without pay for



to one (1) year for educational or professional purposes. Such request must be submitted at least six (6) weeks in advance. The continuation of benefits shall be consistent with District's regulations and policies.

#### Section I - Military and Reserve Component:

The parties agree that this section is placed in the Agreement for information purposes only and does not constitute as having been negotiated this term. If there is a conflict between District policy and regulation regarding military and reserve components as stated herein, District policy and regulations shall prevail.

Members of the reserve components of the Armed Forces are entitled to leave with pay for a maximum of fifteen (15) calendar days in a calendar year upon submission of proper orders.

Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for all days of service for any parade or encampment which the D.C. National Guard, or any portion hereof, may be ordered to perform by the Commanding General, but does not include time spent on weekly drills and meetings of the D.C. National Guard. Notwithstanding the above, additional military leave with pay will be granted to members of the reserve component of the armed forces of the National Guard for the purpose of providing military aid to enforce law for a period not to exceed twenty-two (22) work days in a calendar year.

#### Section J - Call-In-Time:

Request for leave for illness or emergencies are required at least one (1) hour prior to or within the first hour of the scheduled hour of duty. All requests shall be called in to the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee should call the next designated supervisor or manager's office. The supervisor receiving the call shall convey the request to the proper supervisor.

#### Section K - Leave for Death in the Family:

In the event of a death in an employee's immediate family (grandparents, parents, spouse, children, brother or sister, mother or father-in-law, brother or sister-in-law, son or daughter-in-law) every effort will be made to grant the employee's request for annual leave or leave without pay.

### ARTICLE 35 NO STRIKE OR LOCKOUT

#### Section A:

Under the provisions of Section 1705 of D.C. Law 2-139, 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 slow-down.

Section C:

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

ARTICLE 36  
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply only to the specified Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, either party may demand immediate negotiation for a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 37  
DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement shall remain in full force and effect until September 30, 1990. The Agreement will become effective upon the Mayor's approval subject to the provisions of D.C. Code §1-618.15 (1987 ed.) and ratification by the Union. If disapproved because of certain provisions are asserted to be contrary to applicable law or if not ratified by the Union the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section B:

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 agrees to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to or covered in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

Section C:

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

Section D:

This Agreement shall remain in effect until September 30, 1990 in accordance with Section A of this article, and will be automatically renewed for three (3) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement no later than May 4, 1990.

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 Union with advance notice and upon written request of the Union parties shall promptly negotiate the impact of such change.

MEMORANDUM OF UNDERSTANDING

The parties agree that the issues of child care and flexible work schedules are appropriate subjects for labor-management discussions. Therefore, the parties agree that during the term of the contract either party may initiate discussions regarding these topics. Further, the Union will be given the opportunity to present to the Department information it has with respect to these items.

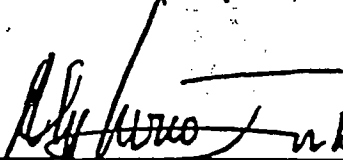
Louise Smothers  
Louise Smothers, President  
American Federation of  
Government Employees, Local  
2725

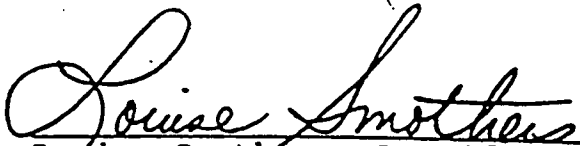
Karen-Ann Melchby for MP  
Michelle Peterson  
Labor Relations Officer  
D.C. Office of Labor Relations  
and Collective Bargaining


Date: 12-13-88

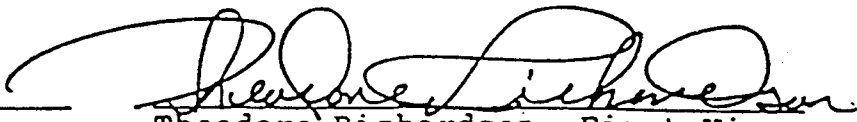
Date: 12-13-88

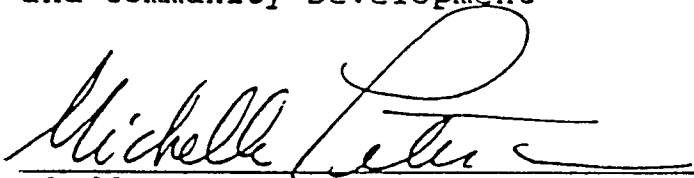
IN WITNESSES THEREOF, the parties have entered into this Agreement on this 18 day of December, 1988.


  
Alphonso Jackson, Director  
Department of Public and Assisted  
Housing

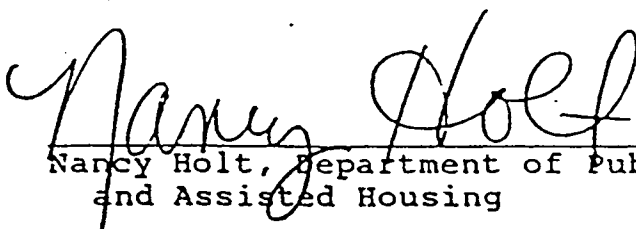
  
Louise Smothers, President  
Local 2725, American Federation  
of Government Employees, AFL-CIO


  
David Dennison  
Director, Department of Housing  
and Community Development


  
Theodore Richardson, First Vice-  
President, Local 2725, American  
Federation of Government  
Employees, AFL-CIO

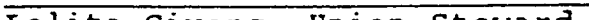
  
Michelle Peterson, Chief Negotiator  
C. Office of Labor Relations and  
Collective Bargaining

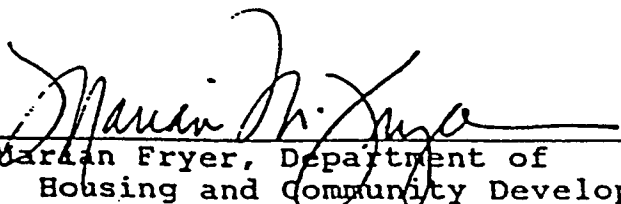
  
Vermont Vess, Asst. Chief  
Steward, Local 2725, American  
Federation of Government  
Employees, AFL-CIO

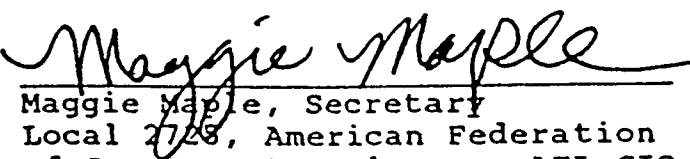
  
Nancy Holt, Department of Public  
and Assisted Housing

  
Patricia Allen, Negotiation  
Committee Member, Local 2725  
American Federation of Govern-  
ment Employees, AFL-CIO

  
Dayton Watkins, Department of  
Housing and Community Development

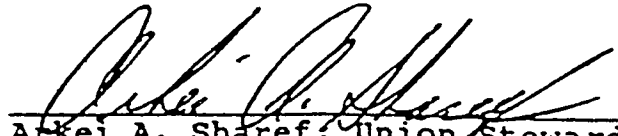
  
Lolita Givens, Union Steward  
(DHCD), Local 2725, American  
Federation of Government  
Employees, AFL-CIO

  
Marian Fryer, Department of  
Housing and Community Development

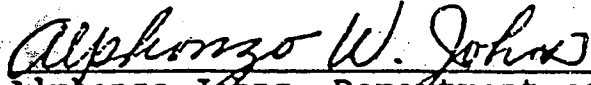
  
Maggie Maple, Secretary  
Local 2725, American Federation  
of Government Employees, AFL-CIO



Frances Sloan, Department of Housing  
and Community Development



Arkei A. Shareef, Union Steward  
Local 2725, American Federation  
of Government Employees, AFL-CIO



Alphonzo Johns, Department of  
Housing and Community Development



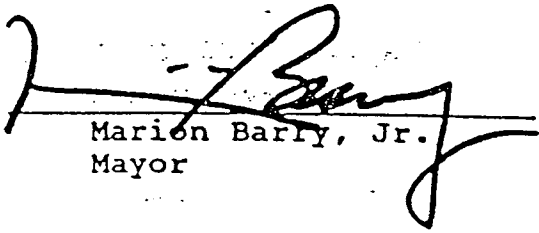
Terrie Bjorklund, Attorney to  
Local 2725, American Federation  
of Government Employees, AFL-CIO

Moses Wilds, Jr., Department of  
Housing and Community Development

Lola Black, D.C. Office of  
Personnel

APPROVAL

This Collective Bargaining Agreement Between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 2725, dated December 13, 1988 has been reviewed in accordance with Section 1715(a) of the District of Comprehensive Merit Personnel Act (CMPA) of 1978 (§1-347.15, D.C. Code, 1973 Edition, Supplement VII, 1980) and is hereby approved this 27th day of January, 1989.

  
\_\_\_\_\_  
Marion Barry, Jr.  
Mayor

