

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES

AND

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

FY 1988 - 1990

LOCAL 2737 and 2978

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PREAMBLE

Section 1:

This Agreement is entered into this ____ day of _____, 1988 between the District of Columbia Government, Department of Human Services (hereinafter jointly referred to as the "Employer") and Locals 2737 and 2978, American Federation of Government Employees, AFL-CIO (hereinafter referred to as the "Union"). The parties recognize that the Mayor of the District of Columbia is the Chief Executive Officer and the Director of the Department of Human Services is the responsible official for day-to-day operations of the Department of Human Services. Accordingly, the term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

Section 2:

The Employer and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term unless provided for elsewhere in the Agreement or such proposal is entertained by mutual agreement of the parties.

ARTICLE 1 RECOGNITION

Section 1:

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the units as defined in Section 3 below. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2:

This contract is applicable to all employees of the units defined as follows:

REHABILITATION CENTER FOR ALCOHOLICS: A unit consisting of professional employees, excluding supervisors and managerial personnel. This unit is represented by Local 2737, AFGE.

REHABILITATION CENTER FOR ALCOHOLICS: A unit consisting of all non-professional employees excluding supervisors and managerial personnel. This unit is represented by Local 2737, AFGE.

DETOXIFICATION CENTER FOR ALCOHOLICS: A unit consisting of all non-professional employees, excluding management executives, confidential employees, supervisors, or any employees engaged in personnel work in other than a purely clerical capacity. This unit is represented by Local 2737, AFGE.

CLINICAL SERVICES: A unit consisting of all District Schedule employees of the Ambulatory Health Care Services Administration and the Preventive Health Services Administration, Commission of Public Health, Department of Human Services, excluding professional employees, management executives, confidential employees, supervisors, or any employee engaged in personnel work in order than a purely clerical capacity. This unit is represented by Local 2978, AFGE.

SUPPLEMENTAL FOOD WAREHOUSE OPERATIONS BRANCH: A unit consisting of all non-professional employees of the Supplemental Food Warehouse Operations Branch, Materiel Support and Contracts Division, Office of Administration, Executive Direction and Support, Department of Human Services, excluding management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity. This unit is represented by Local 2978, AFGE.

OFFICE OF ADMINISTRATION: A unit consisting of all wage grade employees of the Cargo Section, Transportation Branch of the Office of Administration, Department of Human Services, excluding professionals, management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of D.C. Law 2-139. This unit is represented by Local 2978, AFGE.

AMBULATORY HEALTH CARE: A unit consisting of all non-supervisory Dental Hygienist of the Ambulatory Health Care Services Administration, Department of Human Services, excluding Management officials, supervisors, confidential employees,

employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the Comprehensive Merit Personnel Act. This unit is represented by AFGE Local 2978.

HOME CARE SERVICES: "All non-professional employees of the Home Care Services Bureau, Long-Term Care Administration, Commission of Public Health, Department of Human Services, excluding Management officials, confidential employees, supervisors, or any employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of D.C. Law 2-139". This unit is represented by AFGE Local 2978.

ARTICLE 2 UNION SECURITY AND UNION DUES DEDUCTION

Section 1:

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

Section 2:

The Employer 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 Employer 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 Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3:

Because the Union is responsible for representing the interest of all unit employees without discrimination and without regard to Union membership, (except as provided in Section 5 below), the Employer 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 that sixty percent (60%) of the eligible employees for which it has certification are Union members, the Employer shall begin withholding, no 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 deductions shall be implemented in accordance with procedures established by the Employer 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 within two (2) pay periods of his/her date of entry on duty or 277 Form authorization.

Section 4:

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

Section 5:

Where a service fee is not in effect, the Union may require that 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 the Comprehensive Merit Personnel Act.

Section 6:

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

Section 7:

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

ARTICLE 3 EMPLOYEE RIGHTS

Section 1:

The Employer and the Union agree that employees have the right to join, organize or affiliate with or refrain from joining, or organizing or affiliating with a Union. This right extends to participation in the management of the Union, or acting as a repre-

representative of the Union. Upon determination by the Employer that a conflict of interest exists by virtue of an employee holding an official position in the Union, or from his acting as a representative of the Union, the Employer shall so notify the employee and the Union. The employee shall have thirty (30) days to relinquish their Union responsibilities (i.e. paperwork, grievances). However, this provision shall not be interpreted to conflict with D.C. Code 1-618.1(d).

Section 2:

The provisions of the contract shall apply to all bargaining unit employees. However, the terms of this contract do not preclude any bargaining unit employee from bringing matters of a personal concern to the attention of appropriate officials in accordance with applicable regulations and/or procedures.

Section 3:

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

ARTICLE 4 MANAGEMENT RIGHTS

The provisions of Section 1708(a) Management Rights of D.C. Law 2-139, Comprehensive Merit Personnel Act, prescribes the Management Rights and as such are beyond the scope of negotiations.

ARTICLE 5 UNION RIGHTS

The Union as the exclusive representative of all employees in the unit has the right as provided in Section 1711(a) of D.C. Law 2-139 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.

ARTICLE 6
GENERAL PROVISIONS

Section 1:

The Employer agrees to permit the Union to use a reasonable amount of bulletin board space at each worksite to disseminate information subject to the requirements of the Union gaining prior approval of the Employer to use the bulletin board space. The Employer agrees to advise and/or meet with the Union President or Designee prior to removing any material posted by the Union on the designated bulletin boards. Otherwise, only the Union President or Designee shall remove material posted by the Union on designated bulletin board space. Additional bulletin boards may be provided by the Union and placed in mutually agreed upon areas.

Section 2:

To the extent practicable, Union stewards shall be designated to represent employees of their work area. In the absence of a designated shop steward, the chief shop steward shall be responsible.

Section 3:

The Union shall supply the Employer in writing and maintain with the Employer a complete list of all elected officers and all authorized Union stewards. The Employer will recognize the number of Union stewards as may be agreed upon in the supplements .

Section 4:

Administrative leave to attend Union sponsored training shall be granted in accordance with Article 34, Leave, Section 4 B(2).

ARTICLE 7
PRINTING AND DISTRIBUTION OF THE CONTRACT

Section 1:

The Union and the Employer shall share equally the cost printing and distribution of the contract.

Section 2:

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

ARTICLE 8
STATISTICAL LIST

Section 1:

Following the execution of this Agreement and upon request by the Union the Department shall provide the Union with a list of bargaining unit employees covered by this Agreement. This list shall include names, CBU Codes, grades, responsibility centers, and if possible, titles of said employees. This list shall be updated semi-annually, upon request by the Union.

Section 2:

The Agency agrees to provide an organizational chart to the Union when it becomes available, and updates as applicable.

Section 3:

The Union shall be provided copies of vacancy announcements for bargaining unit positions.

Section 4:

The status of separation and new hires shall be provided at labor/management meetings when such information is available and requested by the Union.

ARTILCE 9
CONSULTATION MEETINGS

Section 1:

It is agreed that matters appropriate for consultation between the parties are regulations, policies and practices related to working conditions and related matters which are within the scope of the District Personnel regulations.

Section 2:

Management agrees to make provisions for Labor/Management Consultation meetings on an as needed monthly basis, when requested by either party. Meetings shall be scheduled during the administrative work week between the hours of 8:15 a.m. and 4:45 p.m. Nothing shall be agreed to in these meetings which would have the effect of altering or amending this Agreement.

Section 3:

The Employer agrees to provide appropriate personnel to respond to agenda items if necessary. If issues are not resolved at the Labor/Management meeting, the Employer agrees to furnish the Union, within fifteen (15) calendar days, a response to the status of the unresolved agenda items. The fifteen (15) day time limit may be waived by mutual agreement.

Section 4:

The Labor/Management Consultation meeting shall include representatives of the Employer and the Union. The Employer agrees that the Union may have present at these meetings officers and stewards of the Local. In addition, the Union may have present other officials of the Union from the American Federation of Government Employees National and/or the 14th District Office at all meetings, if necessary.

Section 5:

Agendas shall be exchanged at least five (5) administrative work days prior to the meeting. The Employer will be responsible for organizing and facilitating these meetings. Current grievances shall not be agenda items or discussed at the consultation meetings. Sub-committees may be established as mutually agreed.

Section 6:

The Employer and the Union agree that special consultation meetings may be held to confer on matters affecting working conditions in the bargaining unit. These meetings may be held at a higher level, if appropriate. Either party requesting a special consultation meeting shall make the request in writing and include the agenda to be discussed. Such meetings shall be held as soon as possible.

ARTICLE 10
LOCKERS AND CABINETS

The Employer agrees to continue to provide locked cabinets or lockers for employees' personal belongings in the facilities where they have already provided them. In areas where this is not possible, the Employer shall provide a secured area for the employees' personal belongings. Employees shall be responsible for securing their personal belongings in designated areas.

ARTICLE 11
OFFICE SPACE AND EQUIPMENT

The Employer agrees to provide office space for each Local covered by this Agreement. The Department will make available to the Union furniture declared excess to the needs of the Department, if such is available, and approve the installation of a Union financed telephone.

ARTICLE 12
PATIENT MEDICAL CARE

No employee will be required to violate Federal Narcotics Laws, the D.C. Code or applicable administrative policy and procedures for dispensing and/or administering medication.

ARTICLE 13
EMPLOYEE CONSULTATION AND COUNSELING SERVICES

Section 1:

Employees having problems, not purely medical, which adversely affect their job performance, such as alcoholism, drug dependence, family matters and emotional disturbances may be referred to employee consultation and counseling services.

Section 2:

Employees suffering with personal problems affecting their job performance are encouraged to participate in consultation and counseling services.

Section 3:

Employees suspected of having problems, causing excess absenteeism or directly affecting their work performance may be referred to employee consultation and counseling services.

Section 4:

No disciplinary actions shall be taken against any employee solely for alcoholism, drug dependency or emotional disturbances unless the Employer has met its obligations under the D.C. Code §1-621.7(3) (1981 ed.).

Section 5:

Prior to initiation of discipline, employees accepting direct referral will be provided reasonable time to improve work performance and/or attendance provided however, that the employee adheres to the requirements of the employee consultation and counseling services and the employee's work performance satisfactorily improves.

Section 6:

Nothing in this Article shall be construed to limit Management's right to take adverse/corrective action immediately should the employee be a threat to the safety of him/herself, co-workers or the public.

Section 7:

If the employee fails to accept counseling and there is no acceptable improvement in work performance and/or attendance, as determined by the Supervisor, appropriate action may be initiated as warranted.

ARTICLE 14
HEALTH AND SAFETY

Section 1:

The Employer agrees to take corrective action to have all reported hazardous or unsafe working conditions corrected. The employee will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a

safe manner and to observe safety regulations and to promptly report to supervisors all injuries.

Section 2:

If an employee observes an unsafe practice, faulty equipment, or an environmental condition which represents health hazards, he/she shall report it to the appropriate supervisor. If the employee desires, he/she may be represented by a shop steward.

Section 3:

Employees will not be requested to perform duties in areas which are unsafe or unhealthy as determined by a competent authority and shall be reassigned to other areas until safety problems have been resolved.

Section 4:

Protective devices and other equipment or clothing necessary for the protection of employees from injury shall be provided by the Employer, as deemed necessary. The Employer agrees to furnish rain gear, gloves, and boots to employees when necessary, and within budgetary constraints.

Section 5:

The Employer agrees to take necessary steps to ensure the safety of employees who are required to work alone. The Employer agrees to immediately review 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 Employer agrees to review and/or implement security measures for the protection of the employees. A continuous review of security/safety measures shall be the joint responsibility of the Safety Committee.

Section 6:

When it becomes known that an accident has resulted in a permanent or partial disabling work injury, the Employer agrees to notify the Union President promptly.

Section 7:

The Employer agrees to make every effort to arrange transportation for emergency medical treatment, if required, for an employee incapacitated due to illness or accident on the job.

Section 8:

- A. When complete physical examinations are required for or requested by new employees, they will be made available by the Employer within thirty (30) days of the employee's entrance on duty. The Employer agrees to provide health screening to employees who have come in contact with a client having a communicable disease as determined by a Department physician. In addition, the Employer shall ensure that employees receiving positive results from any health screening will receive adequate follow-up care.
- B. The Employer agrees to continue to make available health screening, when required by the Department.

Section 9:

The Employer agrees to provide adequate first aid stations and/or kits easily accessible to all employees in order to provide maximum first aid comfort to employees during emergency illness or on-the-job injury. Further, the Employer agrees to notify all employees of the designated health facilities.

Section 10:

The Employer agrees, within limitations of budget and staff, to maintain equipment, and vehicles in good state of repair. Employees will not be required to operate equipment or vehicles deemed defective by a competent authority. Deficiencies in this area shall be discussed at Safety Committee meetings.

Section 11:

- A. A Safety Committee of three (3) representatives from AFGE and three (3) representatives from each Administration shall be established.
- B. AFGE and the Administration shall each appoint a co-chairperson of the Committees.
- C. The Safety Committees shall:
 - 1. meet on monthly basis, unless mutually agreed upon. Prior to a regularly scheduled monthly meeting, Labor and Management must submit their respective agendas to each other five (5) days in advance; and

2. conduct safety surveys, consider training needs and make recommendations to the respective Administrations.

Section 12:

The Employer shall distribute to all employees appropriate health guidelines governing communicable diseases.

Section 13:

In the event of excessive temperature or equipment failure the Employer shall adhere to Chapter 12 of the District Personnel Manual (DPM).

ARTICLE 15
STRIKES AND LOCKOUTS

Section 1:

The Employer will not engage in any lockouts of employees during the term of this Agreement.

Section 2:

The Union or any of its members will not cause, sanction or participate in any strike, sick-out, sit-in, slow down or work stoppage at any time.

ARTICLE 16
REIMBURSEMENT FOR PRIVATELY OWNED VEHICLES MILEAGE

Employees are not required, but may elect to use their privately owned vehicles on official business. Employees who elect to use their vehicle shall first be certified for reimbursement of mileage, and reimbursed by the Employer at the rate established by law.

The Employees will be notified annually, in writing, by the Employer of their Certification of Mileage.

Employees not covered may rightfully refuse to use their private vehicles..

ARTICLE 17 REGULATIONS

The Employer agrees to furnish the Union with a copy of changes to the District Personnel Manual (DPM), the Comprehensive Merit Personnel Act (CMPA), and any administrative issuances which impact on the working conditions of bargaining unit employees.

ARTICLE 18 PERSONNEL ISSUES

The Employer agrees that employees in the bargaining unit should direct questions on such personnel issues as: retirement, death benefits, and disability compensation to the facility/area Administrative Officer who will refer the employee to the appropriate office and location.

ARTICLE 19 USE OF OFFICIAL TIME

Section 1:

The Union President or Union Steward may receive complaints and grievances of employees during duty time from employees in the bargaining unit. Stewards shall be given a reasonable amount of official time for the processing of grievances in accordance with this Agreement. Should it become necessary for a steward or an employee covered by the provisions of this contract to leave his/her work section, he/she shall receive permission from his/her supervisor and the supervisor of the work section he/she intends to visit. The steward or employee will report to her supervisor the fact of his/her return to the work section.

Section 2:

When a meeting is scheduled between an employee and one (1) or more supervisors/managers, the employee may request that a Union representative be present. However, this right to be present does not extend to discussions of personal and/or work performance problems between the employee and supervisory officials.

Section 3:

The President of the Union and Shop Stewards shall be provided official time to carry out responsibilities consistent with the provision of this Article.

ARTICLE 20
RETIREMENT

The Employer will continue to provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance, and assisting employees in preparing all necessary retirement papers. Further, the Department shall continue to provide training on the retirement program, and shall ensure that notices announcing the program will be posted in all areas.

ARTICLE 21
EQUAL OPPORTUNITY

Section 1:

The Employer agrees to provide equal opportunity for all employees.

Section 2:

The Department of Human Services is fully committed to the Equal Employment Opportunity Program of the D.C. Government. It is the policy of the Department to provide equal opportunity in employment for all qualified and qualifiable persons in its workforce or being recruited for its workforce by prohibiting discrimination because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap or political affiliation in all aspects of its personal policies, program practices and operations and in all its working conditions and relationships with employees and applicants for employment; and to promote the full realization of equal opportunity in employment through continuing programs of affirmative action at every management level within the Department.

Section 3:

Through the procedures established for Labor-Management Consultation, each party agrees to advise the other of equal opportunity problems of which they are aware. The Employer and the Union agree to jointly seek solutions to such problems.

Section 4:

The Employer agrees to provide each Local President or designee, on a annual basis, a status report on its affirmative action.

Section 5:

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

ARTICLE 22
DISTRIBUTION OF HEALTH BENEFIT PLAN

The Employer agrees, when provided by the Union, to distribute the AFGE Health Benefit Plan Brochure during the open session enrollment period to those employees who are eligible.

ARTICLE 23
USE OF DISTRICT GOVERNMENT FACILITIES

Section 1:

At the request of the Union, and after the Employer gives proper permission, facilities will be provided for official Union meetings during the non-duty hours of the employees in the Local Union.

Section 2:

The Union agrees to exercise reasonable care in using such space and will leave it in a clean, orderly condition.

ARTICLE 24
CLASSIFICATION AND JOB DESCRIPTIONS

A. Classification:

Section 1: An employee in the bargaining unit may discuss/review his/her job classification in terms of title, series, grade or description with the appropriate supervisor who will meet promptly with the employee and his/her representative to discuss the matter. Such request may be presented orally to the appropriate supervisor. If the matter is not satisfactorily settled at this level, the employee may initiate a classification appeal in accordance with the classification appeal procedures in the Personnel Policy Manual.

B. Job Descriptions:

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

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

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

Section 2: Each job description shall spell out the duties of the employee. When the phrase "other duties as assigned" is included in a position description, it will not be construed to include unrelated duties which are regular or recurring in nature and which would adversely affect the employee's title, grade or series.

Section 3: The Employer agrees that "other duties as assigned" shall not, except in unusual circumstances be used as a basis for assigning duties to an employee which are unrelated to their principal duties.

C. Equal Pay for Equal Work:

The principal of equal pay for substantially equal work will be supported in accordance with the provisions of D.C. Code Section 1-612.1 and applicable personnel procedures.

Appeals:

Violations of classification issues/equal pay for equal work shall be appealed to the Office of Employee Appeals in accordance with their procedures.

D. Grievances:

Grievances concerning this Article shall be processed in accordance with applicable personnel procedures.

ARTICLE 25
DETAILS

Section 1:

- A. 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.
- B. Detail work assignments will be used only for meeting temporary needs of the Employer's work program and on-the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission or organization, or unanticipated absence. The Employer realizes that any detail should be made with the objective in mind that it is of a temporary nature and that the duration of a detail is to be kept to a minimum.

Section 2:

Details shall not be used for more than 120 consecutive days to higher grade positions or for positions with promotion potential. Details shall not extend beyond 120 days unless prior approval is obtained from the D.C. Office of Personnel.

Section 3:

A record of all employee details to higher graded positions in excess of five (5) working days shall be documented and placed in his/her personnel file to be used as a reference for qualifications

for future job openings. Except in emergencies, notification of a detail shall be given to the affected employee in writing five (5) working days prior to the proposed implementation.

Section 4:

An employee detailed or assigned to perform duties at a higher graded position for more than 120 consecutive days shall receive acting pay and have their pay adjusted to the higher rate of pay beginning the first full pay period following the 120 day period.

Section 5:

Any employee covered by this Agreement shall not forfeit any benefits to which otherwise entitled under this Agreement while on detail or assignment to another activity, provided however, such employee will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

Section 6:

If working conditions of any employee on detail to another activity are less than those covered by this Agreement (except as provided by Section 5 of this Article), are reported to the Employer, the Employer will refer this information to the appropriate authorities for corrective action.

Section 7:

Temporary promotions shall be made in accordance with appropriate provisions of the District Personnel Manual.

Section 8:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

Section 9:

The Employer shall provide the Union and employee with notice of details exceeding 30 days.

ARTICLE 26
TRAINING AND UPWARD MOBILITY

Section 1 - Career Ladder:

The Employer and the Union recognize the need for increased cooperation in the areas of employee training and upward mobility. Both parties subscribe to the principles of career ladder and promotion from within. Therefore, both parties agree to study and implement an upward mobility and training program for members of the bargaining unit; within the limitations of funds and positions available, consistent with other articles of this Agreement.

Section 2:

The Employer agrees that administrative leave not to include travel or per diem may be granted to an employee representative to attend training approved by the Office of Labor Relations and Collective Bargaining, which is designed to advise representatives on matters of mutual concern to the Employer and Union within the scope of the Comprehensive Merit Personnel Act, Title 17.

Section 3:

Training which is authorized and approved by the Employer under the terms of this Agreement shall be conducted during the duty hours of the employee concerned where practicable. This does not apply to reading assignments given as part of training, nor does this clause or any aspect of this Agreement or any supplemental agreement preclude an employee from participation in training on his/her own time if he/she so chooses.

Section 4 - Outstanding Training:

The Employer shall encourage and assist employees in obtaining career-related training and education outside the Department by regularly collecting, publishing, and posting on all appropriate bulletin boards, all current information on training and educational opportunities available elsewhere, and informing employees of any time or expense assistance the Employer may be able to provide.

Section 5 - Inter-Departmental Training:

The Employer shall provide the Local Presidents with informational copies of the Departmental Training Course Schedules.

Section 6:

Bargaining unit employees may discuss with their supervisors individual training needs. Such request shall be considered by the supervisor consistent with the provisions of this Agreement.

ARTICLE 27 CORRECTIVE/ADVERSE ACTION

Section 1:

Corrective/adverse actions shall be administered in accordance with the appropriate personnel regulations. Consistent with the District Personnel Manual, Chapter 16, disciplinary action shall be for cause and shall be progressive in nature.

Section 2:

Corrective/adverse actions may be grieved/appealed by an employee (except probationary employees) in accordance with Article 38, Grievance Procedure at the step where the final decision was made or as provided in Chapter 16, District Personnel Manual. Where an employee has initially elected to utilize a procedure, that shall be the exclusive procedure for that grievance.

Section 3:

A charge of AWOL cannot be used as a form of disciplinary action; however, it may be used as a basis for disciplinary action only when the employee is charged in a procedurally correct manner in accordance with personnel regulations.

Section 4:

If the Employer has reason to admonish an employee it shall be done in a manner so as not to subject the employee to unnecessary embarrassment.

Section 5:

The Employer will notify the employee within 90 days when possible, when corrective/adverse action is being proposed of the occurrence of the incident, unless the investigation is still ongoing. The failure of the Employer to issue such notice shall not preclude the discipline.

ARTICLE 28
REST PERIODS

To the extent practical, and without adverse impact on the efficiency of the Employer, employees shall be granted two (2) rest periods per eight (8) hours shift. Such rest periods shall not exceed fifteen (15) minutes each. Rest periods shall not be used to lengthen the lunch period or to shorten the work day. Rest periods will be scheduled as close as possible to the middle of each half shift at the discretion of the Employer.

ARTICLE 29
DISABILITY COMPENSATION

Bargaining unit employees are covered by Title XXIII of D.C. Law 2-139. Grievances concerning this Article shall be appealed in accordance with the provisions of Title XXIII.

ARTICLE 30
ACCEPTABLE LEVEL OF COMPETENCE

Section 1:

When the supervisor's evaluation leads to a conclusion that the employee's work is not an acceptable level of competence, the supervisor shall provide the following to the employee in writing as soon as possible and at least sixty (60) days before the employee is eligible for a step increase, if applicable.

- a. An explanation of each aspect of performance in which the employee's services falls below the acceptable level and how this renders performance on the job as a whole before an acceptable level.
- b. A statement of the acceptable level of performance on each of those work aspects.
- c. Advice as to what the employee must do to bring his/her performance up to the acceptable level.

Section 2:

A negative determination will be reviewed monthly.

Section 3:

A negative determination may be appealed first within the Department and second to the Office of Employee Appeals. Within the Department it may be appealed in accordance with District Personnel regulations. A decision of the Department sustaining a negative determination may be appealed to the Office of Employee Appeals within fifteen (15) days of the final Department decision.

Section 4:

The present system used to evaluate performance will continue to be used until such time as the performance rating plan prescribed in Title XIV of the Comprehensive Merit Personnel Act is established after negotiations with the Union. The provision of this Article shall be superceded accordingly by such new system.

ARTICLE 31 HOURS OF WORK

Section 1:

The basic work week shall consist of five (5) consecutive days, Monday through Friday, except for employees in positions which provide services outside the basic work week. Each work day shall consist of eight (8) hours, excluding a lunch period.

Section 2:

Work schedules showing the employee's shift, work days and hours shall be posted on appropriate bulleting boards where applicable.

Section 3:

At any time the normal basic work week or related matters, are to be changed, the Employer agrees to consult with the Union prior to implementation. Such changes will be effected in accordance with the appropriate personnel rules and regulations.

Section 4:

Overtime assignments will be made in accordance with the District's Personnel Manual. Where the operational mission allows, overtime assignments will be offered equitably to qualified personnel on a voluntary basis. A list shall be posted for employees to sign up for voluntary overtime.

Section 5:

Where possible, employees will be notified one (1) week in advance of any permanent changes in their scheduled tour of duty.

Section 6:

Employees assigned to work unscheduled overtime may be excused upon offering a reason which is acceptable to Management.

ARTICLE 32
LUNCH PERIOD

Section 1:

Employees working a regular basic work week shall have a lunch period not to exceed thirty (30) minutes. Such lunch periods shall be scheduled as close to the middle of the tour as possible.

Section 2:

Both parties agree that lunch periods are employees own time and therefore shall be free of work duties, to the extent practicable. However, if this is not possible employees working exceptional tours of duty shall be permitted to eat while on duty.

ARTICLE 33
MERIT PROMOTION

Section 1:

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

Section 2:

The Department agrees that vacancy announcements shall be posted for a period of at least ten (10) days prior to the expiration date, on official bulletin boards convenient to all work areas. Such announcements shall provide a synopsis of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. Each local union president or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections or amendments.

Section 3:

A review of an applicant's minimum qualifications shall be made by a representative of the Employer's Personnel Division. An applicant in the bargaining unit who is rated ineligible shall be notified in writing and given the reason he/she did not qualify. An applicant who has been rated ineligible shall have the right to a meeting within five (5) days of notification with a personnel representative. Redress, if any, shall be in accordance with the District's Merit Staffing Plan.

Section 4:

When a rating panel is convened for positions in the bargaining unit, the Union may send one (1) representative. The panel shall meet to review the candidates' applications and rank the candidates in accordance with the District's Merit Staffing Plan.

Section 5:

The Employer agrees to notify the Local President at least five (5) working days prior to the convening of the rating and ranking panel. The Union agrees to furnish the name of the union representative appointed to the panel. Such union representative must meet all of the conditional qualifications for panel membership as required by the District's Merit Staffing Plan.

Section 6:

After the rating panel has finished its review and ranked the candidates appropriate, the list of the best qualified candidates shall be admitted to the selecting official. The selecting official shall make the selection from among the list of best qualified applicants referred by the panel. The selecting official may non-select from the selection certificate in accordance with the District's Merit Staffing Plan. In the event no selection is made from the highest category of eligible candidates certified, the selecting official agrees to submit a written justification along

with the returned selection certificate to the D.C. Office of Personnel.

Section 7:

The Union agrees to waive the participation in the panel review when less than three (3) applicants are submitted for the vacancy.

Section 8:

When a position in the bargaining unit is filled, the selected employee will perform the full range of duties within ninety (90) days. The supervisor will advise the employee of his/her level of performance during this period and provide assistance as necessary.

Section 9:

The Employer agrees to provide each Local with a copy of the Merit Staffing Plan.

ARTICLE 34
LEAVE

Section 1 - Application For Leave:

Any request for leave of absence shall be submitted in writing on SF-71 by the employee to his immediate supervisor. This request shall state the type of leave requested and the length of time off the employee desires.

Any employee's request for immediate leave due to family sickness or death shall be answered immediately. A request for a short leave of absence, not to exceed three (3) days shall be answered before the end of the work shift in which the request is submitted.

A request for leave of absence exceeding two (2) weeks shall be answered within five (5) days, except for scheduled vacations, as provided for elsewhere in this Agreement. If the request is disapproved the supervisor will return the SF-71 with the reasons for disapproval indicated.

Section 2 - Vacation Schedules:

The Employer reserves the right to determine the number of employees in each job category who may be scheduled annual leave at any given time. Vacation schedules shall be based on employee requests and posted as early in the leave year as possible. Once posted, schedules may not be changed except by mutual agreement of the parties concerned or in case of emergency. Scheduling conflicts will be resolved first by discussion with employees involved and then based on the needs of the service. When the needs of the service are met, scheduling of leave will be resolve by first come, first served basis.

Section 3 - Paid Leave:

A. Annual Leave: Request to use annual leave shall be submitted by the employee on Standard Form 71, Application for leave, normally in advance of the date such leave is to commence.

B. Sick Leave:

1. Call in and reporting time for request for emergency annual or sick leave shall be as specified in Article 40.
2. Sick leave will be administered in accordance with District Personnel Procedures. Employees shall request sick leave in advance when appointments have been previously scheduled for medical, dental and optical treatment.
3. An employee may be required to furnish a satisfactory medical certification to the Employer for any absence of more than three (3) days. When a physician's services are not used, the employee's signed statement and Form 71 may be accepted in lieu of a medical certification if the supervisor is assured sick leave privileges are not being abused.
4. Certification for shorter periods can be required from employees proven to have abused sick leave privileges, in accordance with the appropriate Department of Human Services instructions.
5. An ongoing review shall be made of the employee's sick leave record. Once the employee has demon-

strated an improvement in his/her use of sick leave a notice rescinding the medical certification shall be issued to the employee.

6. Advance sick leave may be granted to permanent or probationary employees up to thirty (30) days. Employees requesting such leave must submit a satisfactory medical certification. Advance sick leave shall be requested as far in advance as possible and Management shall answer the request within ten (10) working days.

C. Inclement Weather: During inclement weather where the District Government has declared an emergency, employees will be given a reasonable amount of time to report for duty without being charged leave. Those employees remaining on their post beyond their regular tour of duty will be paid overtime for the time it takes their relief to report for duty.

D. Other (Administrative Leave): Duty time (Administrative Leave) may be granted for other purposes as provided by District Personnel Regulations. The preceeding shall not preclude eligibility for other leave that may be prescribed in the District's Personnel Regulations.

Section 4 - Unpaid Leave:

A. Leave Without Pay (LWOP): Leave of absence without pay for a limited period may be granted for a reasonable purpose. Such leave shall be requested on SF-71 for an absence of eighty (80) hours or less, and on form 201 for an absence of more than eighty (80) hours. Reasonable purpose in each case shall be agreed upon by the employee and the Employer. LWOP shall be requested as far in advance as possible and a request for LWOP for an absence of eighty (80) hours or less shall be answered within five (5) working days. A request for LWOP for an absence of more than eighty (80) hours shall be answered within ten (10) working days.

B. Union Business:

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the employee and the Union be granted a leave of absence without pay. The initial leave of absence shall not exceed one

(1) year. Leave of absence for Union officials may be extended for similar period. No more than one (1) employee of the bargaining unit shall be on such leave at the same time. Contribution of continued benefits shall be in accordance with appropriate regulations.

2. Attendance at Union sponsored programs will be on approved annual leave or leave without pay unless Administrative Leave has been approved by the Office of Labor Relations and Collective Bargaining.

- C. Educational Leave: After completing one (1) year of service an employee, upon request may be granted a leave of absence without pay for educational purposes. The period of absence may not exceed one (1) year but it may be extended at the Employer's discretion. Employees shall be returned to the position they held at the time the leave of absence was granted. However, if an employee is returning from educational leave during which he/she has acquired the qualifications for a higher rated position, the employee shall not have lost any right being evaluated for the higher graded position.
- D. Maternity Leave: Maternity leave of six (6) weeks before child birth and eight (8) weeks following child birth shall be granted at the request of the employee. Extensions of this period not to exceed a total of one (1) year shall be made for medical reasons upon proper certification. Extensions for non-medical reasons shall be at the option of the Employer. (NOTE: Maternity leave may be accumulated annual leave, sick, or leave without pay.) Sick leave shall be requested and approved in accordance with Section 3B of this Article.
- E. Paternity Leave: Paternity leave may be granted at the supervisors discretion for purposes of assisting or caring for minor children or the mother of his/her new born child while she is incapacitated for maternity reasons. The supervisor may require medical documentation to support granting such a request. Leave request shall consist of annual and/or LWOP.
- F. Adoptive Parents: Leave may be granted for a period up to two (2) weeks to an employee who is adopting a child with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual and/or LWOP.

- G. Bereavement Leave: Annual Leave and/or LWOP may be granted to an employee to attend the funeral/memorial services for a member of his/her immediate family (parents, grandparents, spouse, child, brother or sister, legal guardian, mother or father-in-law, brother or sister-in-law, son or daughter-in-law). Additional consideration will be given for granting extended leave request when the funeral/memorial services are outside the Washington Metropolitan Area.
- H. Educational Leave: After completing one (1) year of service an employee upon request may be granted a leave of absence without pay for educational purposes, provided the successful completion of the course work will contribute to the work of the Department. The period of absence initially granted may not exceed one (1) year.

ARTICLE 35 PERFORMANCE RATINGS

Section 1:

Every employee shall be carefully evaluated periodically in order to promote effective and economical operations of the Government of the District of Columbia and to strengthen supervisor employee relations. Such evaluation shall be made with a view toward improving or recognizing employee performance standards or requirements, and advising employee of the supervisory evaluation of their performance. Each employee's performance shall be fairly appraised in relation to job requirements which are known to the employee and each employee shall be kept currently informed regarding the quality of his/her day-to-day performance and notified promptly of his/her annual performance rating.

Section 2:

Consistent with instruction for reporting performance ratings the rater and employee shall discuss his/her performance.

Section 3:

Performance rating means the adjective rating that indicates the evaluation of an employee's actual performance of assigned duties and responsibilities during the rating period. Employees shall be assigned one of four adjective ratings named: Outstanding, Excellent, Satisfactory, or Unsatisfactory.

Section 4:

Employees shall be rated for the period which begins on April 1st of each year and ends on March 31st of the following year. In order to receive a performance rating an employee must have served a minimum of three (3) months in the position he/she occupies at the end of the rating period, under the immediate supervisor responsible for the work of the employee or a supervisor closely acquainted with the employee's performance during the rating period.

Persons serving less than three (3) months in the position occupied shall be rated at the end of the next rating period. In instances where an employee has not changed positions during the rating period but a change in the supervisor has taken place, the employee will be rated in accordance with the District Personnel regulations.

Section 5:

No unsatisfactory performance rating shall be made, processed to final approval or recognized as an official rating unless the employee concerned has been given a warning in writing, by the supervisor not less than ninety (90) days and not more than six (6) months prior to the date when the rating is due including the following information:

1. Which job requirements he/she is failing to meet satisfactorily.
2. What can be done to bring performance up to a satisfactory level.
3. What efforts will be made to assist the employee to improve performance including what training or counseling is available.
4. That an unsatisfactory rating will be assigned if performance does not improve to meet required standards.

If the warning has not been given prior to ninety (90) days before the rating is required to be made, such warning must be given immediately and the time of rating postponed for not less than three (3) months or more than six (6) months after such warning. Postponement of the rating and issuance of the letter of warning must have been accomplished before the last day of the rating period, otherwise, the employee's performance must be rated satisfactory.

Drafts of letters of warning shall be prepared and submitted to the Department Head through the Department's Personnel Office, for approval before being served upon the employee.

Section 6:

Performance ratings will be done in accordance with the District personnel regulations.

Section 7:

A dissatisfaction of the performance ratings may be appealed through the procedures in the District Personnel regulations.

Section 8:

The present system used to evaluate performance will continue to be used until such time as the performance rating plan prescribed in Title XIV of the Comprehensive Merit Personnel Act is established after negotiations with the Union. The provisions of this Article shall be superceded accordingly by such new system.

ARTICLE 36
INCENTIVE AWARDS

Section 1:

The Employer agrees to establish at each local level a committee consisting of one (1) union representative and two (2) management officials to review all incentive awards submitted by the supervisor. The purpose of this committee is to review all submissions for accuracy and assure appropriate processing by the facility.

Section 2:

The Employer agrees to maintain an Incentive Awards Program in accordance with applicable laws and regulations.

Section 3:

An "Employee of the Month" program shall be a proper subject for Labor-Management meetings.

ARTICLE 37
SPECIALLY FUNDED POSITIONS

The Employer agrees prior to the hiring or transfer of employees into specially funded positions, to adequately explain all employment and funding contingencies of the position and to document such employment and funding contingencies on the Personnel Action Form 1.

ARTICLE 38
GRIEVANCE PROCEDURE

Section 1:

This procedure is established for use in the settlement of grievances. The term "Grievance" means a complaint by the employee or the Union that there has been a misinterpretation, violation or misapplication of the provisions of this Agreement.

Section 2:

Most grievances arise from misunderstandings or dispute which can be settled promptly and satisfactorily on an informal basis.

Section 3:

Inasmuch as dissatisfactions and disagreements arise occasionally among people in work situations, the filing of a grievance in good faith shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Response in good faith from the Employer, shall not be construed to reflect unfavorably on the Employer.

Section 4:

No step of this procedure may be skipped except by mutual consent. The time limits set forth in this Article must be strictly adhered to and may only be extended upon mutual agreement. The failure to the Union and/or grievant to strictly follow the procedure and time limits shall render the grievance void.

Section 5:

Reasonable time during working hours will be allowed for

employees and Union representatives to discuss and present grievances including attendance at meetings with management officials.

Section 6:

An employee not wishing Union representation may use this grievance procedure provided the employee represents himself/herself at all steps and the Union is given an opportunity to be present at any adjustment meeting. If no meeting is held the Union shall be informed of the adjustment. The decision rendered at Step 3 under this Section shall be final and cannot go to arbitration. The adjustment shall not be inconsistent with the terms of this Contract.

Section 7:

The parties shall be responsible for maintaining an accurate record of the grievance once filed. A copy of all grievances and responses filed at Step 2 or above will be submitted to the D.C. Office of Labor Relations and Collective Bargaining.

Section 8:

Each grievance filed at Step 2 and 3 of this procedure shall contain, (1) date grievance occurred, (2) name of Steward or Union Officer filing grievance, (3) date grievance filed, (4) name of grievant, (5) name of section chief, administrator or other management official with whom grievance was filed, (6) nature of grievance, (7) article and section of contract violated, and (8) action requested.

Section 9 - Procedure:

Step 1: The grievance shall first be taken up orally by the concerned employee or steward with the Division Chief^{1/} within ten (10) working days of the date of the action or the employee's or Union's knowledge of its occurrence. The Division Chief shall respond orally or in writing to the Steward or employee, in filing independently, within ten (10) working days. Nothing in this procedure shall preclude a grievance from being resolved at a lower level.

Step 2: If the grievance is still unresolved, it shall be presented in writing by the Union or employee, to Administrator within ten (10) working days after the response from the Division

^{1/} Division Chief, i.e. Superintendent, Chief, Chief RCA.

Chief is received. The Administrator shall respond in writing to the Union or employee, if filing independently within fifteen (15) working days. The Administrator may convene an informal meeting prior to responding to the grievance, or at the request of the Union, within the fifteen (15) day limit.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union or employee to the Director, Department of Human Services, or his designee, within ten (10) working days after the response from the Administrator is received. The Director, Department of Human Services, or his designee shall respond in writing to the Union or employee, if filing independently, within twenty (20) working days.

Step 4: If the grievance is still unresolved the Union may within fifteen (15) working days after the reply of the Director is due invoke arbitration by serving written notice to the Employer.

If the action which precipitates a grievance occurs at a level above the Division, the grievance may be initiated at the appropriate level.

Section 10:

Failure of the Employer to observe the time limit shall entitle the employee/Union to advance the grievance to the next step. Failure of an employee or the Union to observe the prescribed time limits shall allow the previous decision to stand.

Section 11:

It is agreed that time limits for responding, specified in Steps 1 through 3 commence on the date following receipt of the grievance or response.

Section 12 - Arbitration:

Arbitration will only be invoked by the Union. Within fifteen (15) calendar days from the date of the request for arbitration, the Union may initiate a request to the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after the receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's

name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render a decision within thirty (30) calendar days after the close of the record. The arbitrator's fee shall be paid by the party found to be in error. If a dispute should arise as the payment percentage to be paid by the parties in the case of a split decision, it will be referred to the arbitrator to set the percent each party shall pay.

Section 13 - Outside Issues:

Matters not within the jurisdiction of the Department will not be processed as a grievance under this Article.

AFGE
GRIEVANCE FORM

LOCAL NO.: _____ INSTITUTION: _____ DATE FILED: _____

GRIEVANCE FILED WITH: _____
(NAME AND POSITION) (DIV. CHIEF, ADMIN., DIRECTOR)

GRIEVANT: _____
(NAME AND TITLE)

CONTRACT VIOLATION: ARTICLE NO.: _____ SECTION: _____

NATURE OF GRIEVANCE: (Describe What Happened) _____

DATE OF THIS ACTION OR EMPLOYEE/UNION KNOWLEDGE OF ITS OCCURRENCE WHICH PRECIPITATED
GRIEVANCE: _____

RELIEF REQUESTED: _____

WAS GRIEVANCE TAKEN UP AT STEP 1 (Oral)? (IF SO, GIVE DATE, NAME OF SUPERVISOR, AND
RESPONSE GIVEN.) _____

SIGNED: _____
(GRIEVANT)

SIGNED: _____
(STEWARD OR UNION OFFICER)

USE REVERSE SIDE IF MORE SPACE IS NECESSARY.
PLEASE ATTACH ALL DOCUMENTS CONNECTED WITH GRIEVANCE.

ARTICLE 39
TRANSPORTATION OF PATIENTS

Section 1:

The Employer agrees that proper/appropriate measures will be employed when transporting patients.

Section 2:

The Employer further agrees that only authorized personnel shall be used for the transportation of patients.

Section 3:

Extra security measures will be employed when transporting patients exhibiting behavior harmful to self or others.

Section 4:

Employees will be responsible for submitting unusual incident reports in accordance with established regulations.

ARTICLE 40
CALL-IN-TIME

Section 1:

Employees shall call in to report illnesses or emergencies which will cause them to be absent or late from the normal reporting time.

Section 2:

In institutions which provide 24-hour continuous coverage, employees shall report illness, emergency absences or lateness as soon as possible, but no later than 1-hour before the normal reporting time, unless extenuating circumstances prevent doing so.

Section 3:

Employees in non-twenty-four (24) hour operations shall call in no later than one (1) hour after the normal reporting time.

ARTICLE 41
UNIFORMS

Section 1:

If and when uniforms are required by the Employer they shall be furnished.

Section 2:

When necessary, adequate uniforms, lab coats shall be provided for employees required to work in laboratories or in clinical settings, food supplement and food services and/or employee's requiring Department of Human Services Identification in the performance of their duties.

ARTICLE 42
CONTRACTING OUT

Section 1:

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the Department and the Union. Decisions regarding contracting out are areas of discretion of the Department or a higher authority. However, the Department agrees to consult with the Union regarding the impact of such contracting out on employees covered by this Agreement.

ARTICLE 43
REASSIGNMENTS

Section 1:

Employee request for transfers or reassignments shall be submitted in writing to the appropriate level of supervision, inclusive of supportive reasons for the request.

Section 2:

The Employer shall acknowledge the employee's request within a reasonable period of time.

Section 3:

Employees permanently relocated to different facilities shall be given five (5) calendar days advance notice, if practicable, unless otherwise waived by the employee.

Section 4:

The Employer agrees to notify the Union President in advance when a Union steward is moved from his/her area of assignment.

Section 5:

When an employee is permanently reassigned or transferred a personnel Form 52 shall be prepared to initiate the action.

Section 6:

It is recognized that the Employer has the right to reassign employees whenever the interest of the service so requires, but reassignments shall not be used as a form of disciplinary action.

ARTICLE 44
INCLEMENT WEATHER

During inclement weather when the District Government has declared an emergency, employees (other than those designated essential employees) will be given a reasonable amount of time to report to duty, consistent with applicable Personnel regulations.

ARTICLE 45
ORIENTATION OF NEW EMPLOYEES

Section 1:

The Union shall provide each administration a list of shop stewards. A complete list shall also be submitted to the Commission, the Director's Office, and the Office of Labor Relations and Collective Bargaining (OLRCB).

Section 2:

The Department shall make shop stewards aware of new bargaining unit employees in their work area. The shop steward shall be permitted to present a Union information packet, including a copy of this Agreement to those employees.

ARTICLE 46
ESSENTIAL EMPLOYEES

The Employer shall notify in writing all employees of their position designation as essential employees, after compliance with the Compensation Units 1 and 2 Agreement.

ARTICLE 47
REDUCTION-IN-FORCE

Section 1:

Reduction-in-force shall be conducted in accordance with the Comprehensive Merit Personnel Act and applicable Personnel procedures.

Section 2:

The Employer agrees to provide advance notice to the Union concerning any proposed reduction-in-force which may affect employees within the bargaining unit. The Union shall be provided with an opportunity to consult with the Employer and offer their input on the planning and implementation of the RIF.

Section 3:

The Union shall be provided with appropriate information deemed necessary for consultation regarding the reduction-in-force.

ARTICLE 48
REORGANIZATION

The Employer agrees to consult with the Union regarding reorganizations having a direct impact on bargaining unit employees.

ARTICLE 49
DURATION AND FINALITY OF AGREEMENT

Section 1:

This Agreement shall remain in full force and effect until September 30, 1990. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section 2:

It is understood that this Agreement contains the full understanding of the parties as to all existing matters subject to collective bargaining during the life of this Agreement.

Section 3:

This Agreement shall remain in effect for three (3) years from the date approved as provided in Section 1715 of the Act, and will automatically be renewed for a one (1) year period thereafter unless either party gives to the other party written notice of intention of terminate or modify the Agreement 150 days prior to its anniversary date. In the event that either party request modification of any article or part of any article, or the inclusion of additional provisions, only the related articles and/or parts of the articles shall be affected and unrelated articles or parts of articles shall continue in full force and effect. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 22nd day of September, 1988.

FOR THE DISTRICT OF COLUMBIA

Peter G. Parham
Peter Parham, Interim Director
Department of Human Services

Debra A. McDowell
Debra A. McDowell
Acting Deputy Director, OLRCD
Chief Negotiator

Michelle Peterson
Michelle Peterson
Labor Relations Officer
Chief Negotiator

Bernadine Brown, CPH
Bernadine Brown, CPH

Catherine Bego
Catherine Bego, ADASA

Eric Jackson, Ambulatory Care
Eric Jackson, Ambulatory Care

William Byrd
William Byrd
D.C. Office of Personnel

FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCALS 2737 AND 2978

Beverly Crawford
Beverly Crawford
Chief Negotiator

Claretta Hawkins
Claretta Hawkins
President, Local 2737

Mary A. Brawner
Mary Brawner
President, Local 2978

Claretta Shorts
Claretta Shorts, Local 2978


Inez Jackson
Inez Jackson, Local 2978

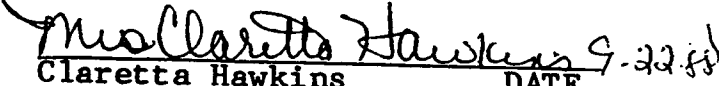
J.T. Carter
J.T. Carter, Local 2737

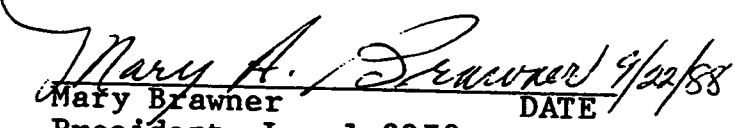
MEMORANDUM OF UNDERSTANDING

DAY CARE

The parties to this Memorandum of Understanding agree to establish a joint Labor-Management Committee. The purpose of this Committee will be to study the feasibility of day care facilities within the Commission of Public Health.

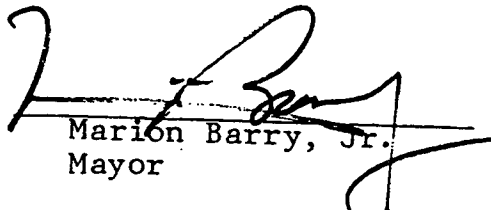

Debra A. McDowell 9-22-88
Acting Deputy Director DATE
D.C. Office of Labor Relations
and Collective Bargaining


Claretta Hawkins 9-22-88
President, Local 2737 DATE


Mary Brawner 9/22/88
President, Local 2978 DATE

APPROVAL

This Collective Bargaining Agreement Between the District of Columbia Government and the American Federation of Government Employees (AFGE), Locals 2737 and 2978, dated 9-22-88 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 1st day of Dec., 1988.


Marion Barry, Jr.
Mayor

AFGE LOCAL 2737 SUPPLEMENT

UNION STEWARDS

The Employer agrees to recognize ten (10) stewards for Local 2737. If at any time the Department expands, reorganizes or relocates any of the sites affecting the employees in the bargaining unit, the Employer and the Union agree to adjust the number of stewards either upward or downward as necessary.

AFGE LOCAL 2978 SUPPLEMENT

UNION STEWARDS

The Employer agrees to recognizes twenty (20) stewards for Local 2978. If at any time the Department expands, reorganizes or relocates any of the sites affecting the employees in the bargaining unit, the Employer and the Union agrees to adjust the number of stewards either upward or downward as necessary.