

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA  
GOVERNMENT**

**AND**

**AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES,  
AFL-CIO LOCAL 631**



**Effective through September 30, 2013**

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## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND BARGAINING UNIT**

This Contract duly approved, constitutes a Collective Bargaining Agreement ("CBA") between the American Federation of Government Employees (AFGE), Local 631, hereinafter referred to as "the Union" and the District of Columbia Government, hereinafter referred to as "the Employer," as applicable under the D.C. Comprehensive Merit Personnel Act.

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, D.C. Code Section 1-617.01 states, the District of Columbia Government finds and declares that an effective collective bargaining process is in the general public interest and will improve the morale of public employees and the quality of service to the public.

AFGE Local 631 has been certified and /or recognized as the exclusive representative for employees in the bargaining unit.

Accordingly, AFGE Local 631 and the District enter into this Agreement, which shall have as its purpose:

1. Promotion of a positive policy of labor-management relations between the District of Columbia Government and its employees;
2. Improvement of morale of employees in the service of the District of Columbia Government;
3. Enhancement of the quality of public service to the citizens of the District of Columbia;
4. Creation of a government that works better and to establish an equitable and orderly procedure for the resolution of differences;
5. Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation and protection of the rights and interests of the employee, the Union and the District of Columbia Government; and
6. Promotion of the efficient operations of the District of Columbia Government.

The Preamble is intended to provide the background information and purpose of the CBA. Alleged violations of the Preamble per se will not be cited as contract violations.

## **ARTICLE 2**

### **NO STRIKE NO LOCKOUT**

During the term of this Agreement the bargaining unit employees shall not strike and the Employer shall not lock out employees. The term strike as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage.

## **ARTICLE 3**

### **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:**

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

2. When Management takes an employee out of the certified bargaining unit permanently, Management shall notify the Union within two pay periods.

#### **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 Employer agrees to deduct a service fee from each non-union member's bi-weekly pay without written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents 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 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 the procedures established by the Employer and this article. Employees who entered 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 form 277 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 that any employee who does not pay dues or service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievances or adverse action proceedings in accordance with the provisions of the CMPA.

**Section F:**

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 G:**

1. Payment of dues or service fees shall not be a condition of employment.
2. The Union retains the sole responsibility to develop and maintain procedural safeguards required by existing applicable law with regard to the administration for the payment of service fees. The Union shall be solely responsible for notifying employees that they have certain constitutional rights under Hudson v. Chicago Teachers Union Local No. 1, 743 F.2d 1187, 1191, 117 LRRM 2314 (7<sup>th</sup> Cir. 1984), and related cases.

**ARTICLE 4**

**RELATIONSHIP OF THIS AGREEMENT TO DEPARTMENT  
POLICIES AND PRACTICES**

**Section A: Employer Obligation**

In exercising authority to establish regulations relating to Department policies in matters affecting working conditions of employees covered by this Agreement, the Employer shall have due regard for the obligations set forth in this Agreement.

**Section B: Authority of this Agreement**

Where any Employer regulation or policy, in effect and/or developed after the effective date of this Agreement conflicts with this Agreement and/or any supplemental agreement, this Agreement shall prevail and/or govern.

**Section C: Understanding of Agreement**

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. However, nothing herein shall preclude the parties, upon mutual agreement, to negotiate on matters arising after entering into this Agreement.

**Section D: Bargaining**

No Employer regulation or policy that is a negotiable issue is to be adopted or changed without first bargaining with the Union.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

Management rights are provided in D.C. Official Code Section 1-617.08(a) as amended.

Management rights are not subject to negotiations. In accordance with D.C. law, the Employer shall bargain with the Unions over the impact and effect of its exercise of Management rights. In addition, the employer shall bargain over subjects that have otherwise been deemed negotiable under D.C. law.

**ARTICLE 6**

**EMPLOYEE RIGHTS**

**Section A:**

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

1. To organize a labor organization free from interference, restraint, or coercion;

2. To form, join or assist any labor organization or to refrain from such activity;
3. To bargain collectively through representatives of their own choosing as provided in this subchapter; and
4. To refrain from any or all such activities under paragraphs (1) and (2) and (3) of this subsection, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 1-617.11.

**Section B:**

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

**Section C:**

Each employee shall have the right to bring matters of personal concern to the attention of the appropriate officials in accordance with applicable laws, regulations and procedures.

**Section D:**

Employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations.

**Section E:**

Instructions and guidance shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.

**Section F:**

Management shall not retaliate against any employee for the exercise of rights guaranteed pursuant to this Agreement or any applicable laws, rules or regulations.

**Section G:**

The Employer agrees to inform all new or rehired unit employees of the Union's exclusive recognition and to have him/her introduced to the union representative when assigned to a duty post. The shop steward and/or union official shall be given the opportunity to meet the new employee and provide him/her with union information.



## **ARTICLE 7**

### **STATUS OF EMPLOYEE REPRESENTATIVES**

#### **Section A: Employee Representatives**

The Agency shall not impose restraint, interference, coercion, or discrimination against employees and/or their representatives in the exercise of their right to organize, to designate representative(s) of their own choosing for the purpose of collective bargaining, to prosecute grievances, and to appeal adverse and corrective actions, and to participate in Union-Employer cooperation.

#### **Section B: Access by AFGE National Representatives and Staff**

The Agency agrees that accredited National Representatives and staff of AFGE shall have free access to the premises of the Employer, during working hours, to conduct Union business. Advance notification will be given and prior approval must be received from the appropriate supervisor of the facility to be visited.

## **ARTICLE 8**

### **OFFICIAL TIME FOR UNION OFFICERS AND STEWARDS**

#### **Section A: General**

Reasonable Official time is authorized for Union officers and Stewards to carry out contractual responsibilities which occur during their regularly scheduled tour of duty, as prescribed by this Article. Such responsibilities may include:

1. Receipt of employee complaints, investigation, preparation and presentation of grievances and safety issues;
2. Labor-Management and safety committee meetings;
3. Representation of an employee at an arbitration, before the PERB, OEA, OHR (Office of Human Rights) and any other applicable jurisdictional body;
4. Attending meetings with the Agency, the Mayor of D.C., the D.C. City Council, Congress, or any other official body;
5. Posting Union notices on designated Union bulletin boards;

6. Attending negotiation meetings, if they have been designated a member of the Union's negotiation team, or are acting as an authorized alternate for an absent team member; and

7. Consulting with the Agency or its representatives, other Local Union representatives, or employees, concerning the enforcement of any provisions of this Agreement.

During working hours Union Officials and Stewards shall not use official time to conduct internal union business, such as Union general membership meetings, solicitation of membership, etc.

The Union shall notify the Agency of the name(s) of all union officials and Stewards. Official time shall be authorized for these officials and Stewards.

#### **Section B: List of Union Officers and Stewards**

The Union shall supply the Agency in writing, annually, a complete list of all authorized Union officers and Stewards together with the designation of the group of employees each Union officer and/or Steward is authorized to represent which shall be posted on appropriate bulletin boards. It shall be the duty of the Union to notify the Agency of any changes of Union officer(s) and Stewards.

#### **Section C: Shift Workers**

Employees who normally work shift work or weekends shall have their hours changed to the day shift on days they are required to perform Union activities related to representation as described in this Article.

The Union also shall be consulted prior to any permanent change in shift assignment of Union Officers and Stewards, prior to implementation.

#### **Section D: Leave of Absence**

Employees elected or appointed to a district, council, union national or international office that requires them to be away from their job, may upon request, be allowed to take a leave of absence for up to one (1) year. This leave may be extended on a case by case basis. No more than two (2) employees may be on leave of absence at any point in time, under this provision.

#### **Section E: Shift Change for Union Officials**

The Union will be consulted prior to any permanent change in shift assignments of union officers and stewards. The Union will also be consulted prior to the organization of new shifts that will affect the members of the units. The Union will have the right to select a union official and/or Steward for each newly organized shift. In the event a union officer

and/or Steward is reassigned, he/she will be given reasonable time to complete all pending matters in which he/she is involved. Nothing in this Article shall prevent the Union from bargaining over any changes that affect the terms and conditions of employment for bargaining unit employees.

#### **Section F: Procedures for Performance of Union Duties for Union Officials**

Union officials shall notify their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Such Union officials shall notify their immediate supervisor when they return. When contacting an employee, the Union Official shall first report to and notify the supervisor of the need to see the employee. Notification by Union officials to meet with an employee and/or an employee to meet with the Union official shall not require prior explanation to the immediate supervisor of the problems involved, other than to identify the area to be visited.

Union officers shall record official time used on the Official Time Report attached in Appendix B. The Official Time Report will be submitted weekly to the immediate supervisor of the Union officer.

The Agency agrees that there shall be no unlawful restraint, interference, coercion, or discrimination against a Union Official for the performance of duties relating to the administration and enforcement of this Agreement.

Union Officials who are required to wear their uniforms while on duty shall not be required to wear their uniforms when they are on official time at official meeting(s), arbitrations(s), and/or administrative proceedings.

#### **Section G: Procedures for Performance of Union Duties for Stewards**

Stewards shall obtain permission from their supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with the Collective Bargaining Agreement. When contacting an employee, the Steward will first report to and obtain permission to see the employee from his/her supervisor, and such permission will be requested from the supervisor of the area to be visited. Requests by Stewards to meet with an employee and/or an employee to meet with Stewards will not require prior explanation to the supervisor of the problem involved other than to identify the area to be visited. Stewards thus engaged will report back to their supervisors upon completion of such duties and return to their jobs. They will suffer no loss of pay or other benefits as a result thereof.

Union stewards shall record official time used on the Official Time Report attached in Appendix B. The Official Time Report will be submitted weekly to the immediate supervisor of the Union steward.

The Agency agrees that there shall be no unlawful restraint, interference, coercion, or discrimination against a Steward for the performance of duties relating to the administration and enforcement of this Agreement.

Stewards who are required to wear their uniforms while on duty shall not be required to wear their uniforms when they are on official time at official meetings, arbitrations, and/or administrative proceedings.

The Employer agrees that permission for stewards to leave their work assignments to participate in representational matters shall not be unreasonably denied.

If a request is denied, the union officer and/or steward shall be released as soon as possible thereafter, but normally no later than the next workday.

#### **Section H: Work Areas Where a Shop Steward is not Available**

The Agency agrees a union officer and/or steward will be permitted to go to another steward's work area, when a steward is not available, in a work area different from the union officer or steward's work area. However, the union recognizes that workload and scheduling considerations will not always allow for immediate release of employees from their assignments.

If a request is denied, the union officer and/or steward shall be released as soon as possible thereafter, but normally no later than the next workday.

#### **Section I: Administrative Leave to Attend a Union Function or Convention**

The Agency recognizes that the Union may designate employee members, selected or appointed to a Union Office or delegate to a Union function, i.e., a convention or conference, and agrees that, upon request, two (2) persons from each Agency shall be granted 20 hours each of administrative leave per year for the period of time required to be away from his/her job. Such requests will be submitted as far in advance as possible, but in no case less than five (5) working days prior to the day administrative leave is to begin.

#### **Section J: Administrative Leave for Union Representatives Training**

Each Agency shall grant 20 hours each of administrative leave per year for up to four (4) Union representatives, to attend training which is designed to advise representatives on matters which are related to representing employees, the collective bargaining agreement, and District rules and regulations. Such requests will be submitted as far in advance as possible, but in no case less than five (5) working days prior to the day administrative leave is to begin. The hours of paid administrative leave may be increased at the sole discretion of Management/Agency.

**Section K: Recognition of Union Officers and Representatives**

The Employer/Agency agrees to recognize Union officers and representatives designated by the Union who are not employees of the Employer/Agency.

**ARTICLE 9**

**REPRESENTATION DURING INVESTIGATIONS AND MEETINGS**

**Section A: Investigations**

An Employee may request the presence of a Union representative during an interview of the employee that is conducted by the Employer as part of an investigation or during any meeting that the employee reasonably believes may result in disciplinary action against the employee. A Union representative shall be given the opportunity to be present following such a request. Once the employee informs the supervisor that he/she wants union representation, the supervisor shall stop the meeting and allow the employee an opportunity to obtain union representation. This meeting shall be postponed for a period no later than the end of the employee's next workday.

**Section B: Meetings**

The Employer shall provide the Union with reasonable prior notice of, and an opportunity to attend, formal meetings, (which do not include regular meetings to give staff routine work directions) held with Union employees to discuss personnel policies, practices or working conditions. At any such meeting, the Union shall be provided an opportunity to be present. The Union may ask questions for clarification purposes. All parties shall conduct such meetings with appropriate professional courtesy and decorum.

**ARTICLE 10**

**EMPLOYEE LISTS**

**Section A: Quarterly List**

The Agency agrees to notify the Union of new employees in the bargaining unit listed by organizational unit on a quarterly basis. This list shall be provided sooner, if requested by the Union. This list shall provide the name of each employee, the CBU code, the agency or department and work location, job title and grade.

**Section B: Annual List**

A list in alphabetical order of all bargaining unit employees in each Department or Agency covered by the Agreement shall be provided to the Union on an annual basis. This list shall be provided sooner, if requested by the Union. All lists provided under this

Article shall contain the name of each employee, the CBU code, the department or agency, the work location, job title and grade and the date of hire.

## **ARTICLE 11**

### **BULLETIN BOARDS**

The Agency 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. In the event the Union requires more bulletin board space than can be furnished by Management, the Union may provide its own bulletin boards for its exclusive use in such work areas.

## **ARTICLE 12**

### **USE OF OWN CAR**

Employees will not be required to use their personal vehicles in the performance of their duties, unless such use was a condition of employment, at the time of hiring.

## **ARTICLE 13**

### **COPIES OF REGULATIONS**

The Employer agrees to furnish one copy of the District Personnel Manual ("DPM") including any revisions and amendments. The DPM shall be provided to the Union within 60 days of the effective date of this Agreement.

## **ARTICLE 14**

### **DISTRIBUTION OF BENEFITS BROCHURES**

When furnished by the union, the Employer agrees to distribute the Benefits Brochure(s) to all new Employees covered by this Agreement upon their entrance on duty. The Employer will furnish the Benefits Brochure(s) when requested by an employee.

## ARTICLE 15

### EMPLOYEE ASSISTANCE PROGRAM

#### **Section A: Employee Assistance Program**

The Employee Assistance Program ("EAP") is designed to provide confidential and professional assessment, counseling, and referral services for employees who are experiencing personal problems that impair or have the potential to impair their work performance. The program shall offer services for alcohol and drug abuse, emotional/stress related problems, family/marital difficulties, financial problems, and other social-behavioral problems. The parties acknowledge that the early identification, documentation, and referral of an employee for help can result in improved job performance and employee morale. Participation in the EAP shall not be used to harass an employee, or to treat an employee in a disparate manner. An employee's participation in the EAP is not mandatory.

This Article shall be implemented in full compliance with Americans with Disabilities Act.

#### **Section B: Eligible Participants**

All Employees and their eligible dependents shall be allowed to participate in the EAP.

#### **Section C: Types of EAP Referrals**

1. **Self-Referral.** This type of referral occurs at the employee's own initiative when the employee recognizes the need for assistance and consults with the EAP before or when job performance and/or attendance becomes a problem. The employee may make a self-referral without the Employer's knowledge or consent. The employee's EAP records or record of participation shall not be independently released to the Employer. In cases where an employee is seeking some accommodation from the Employer, such as a change in work schedule, advance sick leave, etc., to complete an EAP program, the Employer may request confirmation of the employee's request from the EAP provider, with the employee's consent.

2. **Employer Referral.** This type of referral shall be initiated by a supervisor or manager who recognizes that there are poor performance problems and refers the employee to the EAP. Not all attendance or performance problems should be referred to the EAP. A referral should only be made in cases where poor job performance and/or attendance continue after the employee has been counseled, in writing, about his/her performance by the supervisor. During counseling, the employee shall be informed of the expectations for improvement and shall be given a reasonable time to improve, after referral to EAP. The

employee's record of compliance and participation in the EAP shall be released to the Employer with the employee's written consent.

#### **Section D: Disciplinary Actions and EAP**

As a part of its consideration of a proposed disciplinary action, the Agency may consider whether referral to EAP shall assist the employee to improve work performance and/or attendance.

However, a referral to the EAP is not a prerequisite to the Agency addressing performance and/or attendance problem nor is the Agency restricted from taking appropriate disciplinary actions in accordance with the discipline article of this Agreement. Implementation of a proposed disciplinary action may be held in abeyance if an employee accepts the Employer's referral to the EAP and complies with the EAP and/or adheres to the requirements of an EAP approved plan. The employee may be given a reasonable amount of time to improve job performance and/or attendance. If the employee demonstrates satisfactory improvement in job performance and/or attendance, for ninety days, after the completion of an EAP approved plan, the matter held in abeyance shall be rescinded. If the employee's attendance or work performance continues to be unsatisfactory within the 90 days, the Agency may proceed with implementation of any proposed discipline. All employees who receive a positive test result, for a controlled substance or alcohol, may be referred by the Employer to EAP. With respect to the EAP programs or services attended by employees, pursuant to Section D, no employee shall be required to sign consent form(s) authorizing the release of information to any supervisor or to the Department, except for information regarding an employee's attendance, completion, or compliance with the program.

#### **Section E: Use of Leave**

1. **Self-Referrals.** Employee(s) may use any accrued annual leave, sick leave, earned compensatory time off, leave without pay and may request advance sick leave, to consult with or participate in an approved EAP program. Should the employee choose to inform his/her immediate supervisor or his/her designee of the initial appointment with the EAP, the supervisor or his/her designee may grant administrative leave for an initial appointment with EAP.
2. **Employer Referral.** All employees, including those referred to EAP in accordance with drug and alcohol testing article may be granted administrative leave for the initial assessment. For subsequent appointments, employees may use any accrued annual leave, sick leave, earned compensatory time off, leave without pay or advance sick leave, as appropriate. Except for employees referred to the EAP in accordance with Article 43 , Drug and Alcohol Testing for CDL drivers, employee(s) participation in the EAP after being referred by a supervisor is voluntary.



#### **Section F: Union Representation**

The union shall be provided an opportunity to counsel employees regarding performance and attendance problems at the request of the employee or the employee's supervisor. The Agency agrees to inform employees of their right to have union representation during any meeting where the EAP is being discussed with the employee or during any other meeting(s) where discipline may be proposed as a result thereof. When an employee requests union representation, a meeting shall not be delayed more than 24 hours, excluding Saturdays, Sundays, holidays and the employee's day off.

#### **Section G: Confidentiality**

Inquiries by employees or referrals to the EAP shall be kept in strict confidence by supervisors, managers, and employees. The parties agree that breaches of the confidentiality of an employee's participation in the EAP may be cause for discipline. All records pertaining to an employee's participation in the EAP shall be kept in confidential files separate from the employee's official personnel files.

#### **Section H: Training and Education Awareness Program**

Union representatives shall be notified of any EAP training for supervisors and managers and be given an opportunity to attend the training. The Employer shall also conduct an employee EAP education and awareness program, once per year.

### **ARTICLE 16**

#### **DISTRIBUTION OF THE AGREEMENT**

Within ninety (90) days of the execution of this Agreement, the parties shall equally share the cost for printing of 500 copies of this Agreement to be distributed 350 copies to the Union and 150 copies to the District Government.

### **ARTICLE 17**

#### **LABOR MANAGEMENT MEETINGS**

##### **Section A: Monthly Labor Management Meetings**

For the purpose of establishing open communications, Management at the division levels shall meet with the Union president or his/her designee on a monthly basis. Both parties shall furnish the other with an itemized agenda setting forth the topics of discussion five (5) days prior to the meeting. When preparing the agenda called for in this section, Management and Union will provide space on the agenda for appropriate issues which may arise after the agenda is submitted. If the parties mutually agree that other meetings

are necessary, such meetings shall be scheduled to discuss the specific issue(s). The failure of either party to provide an agenda shall not prevent the parties from meeting.

#### **Section B: Purpose of Labor Management Meetings**

1. Meeting attendees shall be composed of a minimum of three (3) members representing the Union and minimum of three (3) members representing the Agency.
2. The attendees at the meetings shall exchange views and consider and make recommendations to the Agency about policies and practices related to working conditions, terms of employment and the implementation of this Agreement. The meeting attendees shall also discuss matters of common interest to either parties, or matters which both parties believes will contribute to the improvement of relations between them.
3. 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 purpose which will modify, add to or detract from the provisions of this Agreement.
4. Other meetings may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

#### **Section C: Quarterly Labor Management Meeting**

The Director or Agency head or his/her designee shall meet with the Union President or his/her designee, as a group and Union representatives as a group, on a quarterly basis. The parties may send an agenda setting forth the topics to be discussed. This agenda may be sent through email. If the Union or the Director decides to send an agenda, it should be submitted five (5) days prior to the meeting. The failure to submit an agenda shall not prevent the meeting from being held. The subject of these meetings shall be consistent with Section B of this Article.

#### **Section D: Additional Representatives**

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

## **ARTICLE 18**

### **USE OF DISTRICT GOVERNMENT FACILITIES**

#### **Section A: Union Space**

Each Agency shall provide suitable space for the Union for the transaction of Union business. Such suitable space will be located as close as practicable to the bargaining unit employees' work areas and enable employees to consult with the Union in a confidential manner. The Union agrees to exercise reasonable care in using such space, and shall leave it in a clean and orderly condition.

#### **Section B: Use of Facilities**

Each Agency shall approve the use of government facilities for Union meetings subject to the following conditions:

1. The use of government facilities that would be made available would not interfere with the regular functioning of government activities.
2. The use of government facilities for this purpose would not involve any additional expense to the Employer other than the normal expenses which are incurred through items such as heating and lighting.
3. Supervisors and other management officials are instructed not to attend such meetings unless they have been invited to attend by the Union.
4. When use of the facility is scheduled after 3:30 p.m., the Union shall request this use two (2) days in advance.

## **ARTICLE 19**

### **DISCRIMINATION**

#### **Section A: General**

The Employer agrees that it shall not discriminate against any employee because of his/her membership or affiliation in or with the Union, or service in any capacity on behalf of the Union. Neither party to this Agreement shall discriminate against any employee with regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income and place of residence or business as these terms are defined by the D.C. Human Rights Act. All personnel actions and employment practices shall be based on fair and equitable treatment.

## **Section B: Coordination to Resolve EEO Problems**

1. The Employer agrees to vigorously continue the implementation of its Equal Employment Opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Department/Agency's Affirmative Action Plan will be observed. Progress reports will be sent to the Union periodically as to the implementation of the Affirmative Action Plan.
2. The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Department's Affirmative Action Counselors, and be permitted to meet with Department EEO officials to discuss implementation of the Affirmative Action Plan including Departmental policies and programs.
3. Vacancy Announcements for Departmental vacancies shall be posted at all work locations. One copy of each vacancy announcement shall be supplied to the Local President.

## **Section C: Discrimination Charges**

Allegations of discrimination based on union affiliation or Union activity shall be subject to the grievance and arbitration process. All other claims of discrimination shall be filed with the appropriate administrative agency having jurisdiction over the matter and/or the agency's EEO officer.

# **ARTICLE 20**

## **LEAVE**

### **Section A: General**

The leave year shall be on a calendar year basis. Leave shall be administered in accordance with this Article and the Family Medical Leave Act.

### **Section B: Union Counseling**

Management shall keep the Union informed of employees suspected of abusing sick leave, or employees with excessive unscheduled emergency or annual leave use and of employees continually late for duty. The Union shall be notified, in writing, of the names of employees placed on leave restriction.

### **Section C: Call In/Emergency Leave**

**Call In:** On each scheduled workday, as soon as the employee is aware that he/she will not be able to report to work as scheduled and will be absent or tardy, the employee is required to telephone his/her immediate supervisor or the

supervisor's designee not more than one (1) hour after the employee's scheduled start time or as soon as possible in emergency or unforeseen situations.

The employee may call the Employer to notify the employee's supervisor of a request for leave or notice of late arrival.

In instances where an employee must leave prior to his/her scheduled departure time, the employee shall contact his/her immediate supervisor or the next level manager for the purpose of requesting leave.

**Emergency Leave Request:** It is the responsibility of the employee to notify his/her supervisor of the need for emergency leave prior to his/her tour of duty when possible. In an unforeseen emergency, a family member may contact the employee's supervisor; however, the employee must make direct contact with his/her supervisor or the next higher level manager as soon as practical but no later than the employee's next work day. Approval of such leave shall be requested from the supervisor or the supervisor's designee.

#### **Section D: Annual Leave**

1. The following provisions govern the accrual of annual leave:
  - a. Annual Leave shall accrue from the first full pay period of employment.
  - b. Annual Leave may be accumulated up to maximum allowable of thirty (30) days (240 hours), unless the employee had a greater amount of allowable leave at the beginning of the leave year. Unused leave that is in excess of two-hundred forty (240) hours must be scheduled and used by the end of the leave year or it will be lost.
  - c. Employees shall receive a lump sum leave payment for all accrued Annual Leave not used at the time of retirement, resignation, or other separation from the Employer, and shall be paid consistent with the hourly rate at the time of separation.
  - d. An employee's request for immediate or emergency Annual Leave shall be granted or denied immediately by the employee's immediate supervisor or the supervisor's designee. In considering the request the immediate supervisor or the supervisor's designee must take into consideration the emergency circumstances presented by the employee and operational needs.
2. Annual Leave shall be requested in advance by employees from their immediate supervisors or their supervisors' designees. Management agrees to provide each employee in the unit an opportunity to use all of the Annual Leave

earned. Denial of use of Annual Leave shall be based upon factors which are reasonable, equitable, and do not discriminate against any employee or groups of employees. To contribute to overall work efficiency and to enable approval of leave convenient to employees, employee(s) are required to schedule Annual Leave in advance.

a. Unavoidable tardiness from duty of less than one hour for a bona fide reason may be excused without charge to annual leave, sick leave, or leave without pay at the discretion of the supervisor.

b. Approval of an employee's request to take annual leave will be granted when he/she has made the request at least twenty-four (24) hours in advance. The supervisor will notify the employee of the disposition of his request as soon as possible. If the leave request is denied the supervisor shall provide a written explanation of the reason for the denial. The supervisor will not cancel or reschedule leave previously approved except for emergency reasons. The reasons for such actions will be explained to the employee in writing. (Failure to secure proper approval for leave in advance, except in bona fide emergencies may result in a charge of the absence to absence without leave "AWOL").

c. **Vacation Leave Request:** Employees, except for essential employees in Facilities Management of the Office of Property Management, wishing to schedule vacation leave in advance for periods of one week or more, may do so in accordance with the following procedures:

(1) The Leave Request shall be made at least seven (7) days in advance, and the supervisor shall provide an answer to the employee no later than two (2) days after receipt of the leave request from the employee. The Employer recognizes that unforeseen circumstances may prevent the employee from complying with these timelines. Consideration shall be given to such circumstances. If the request is disapproved, the immediate supervisor or the supervisor's designee shall return to the employee the Leave Request Form which shall have the reasons for disapproval indicated. Requests for Annual Leave shall not be unreasonably denied. The employee shall have an opportunity to reschedule a leave request that has been denied.

(2) Essential employees in Facilities Management of the Office of Property Management shall submit vacation leave requests in January of each year. The Agency shall inform the employee(s) of the approval of vacation leave requests by March 1 of each year.

After vacation leave is approved, no changes shall be made unless mutually agreeable, or at the employee's request. Employees shall be encouraged to schedule vacations throughout the year.

d. **Leave Approval:** Every effort shall be made to grant employees leave during the time requested. If operations would suffer by scheduling all requests during a given period of time, a schedule shall be worked out with all conflicts to be resolved by the application of seniority.

The grant of time off, or leave for the Thanksgiving, Christmas and New Year's or other holidays shall be on a rotating basis, so that all employees may have an equal opportunity for leave at these times.

#### **Section E: Sick Leave**

1. The following provisions govern sick leave:

a. The accrual of sick leave shall be carried over from year to year and shall be accumulated in an unlimited amount.

2. Requests for Sick Leave

a. **Leave for Sickness:** Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Sick leave may also be used by employees to care for sick family members including individual(s) related by blood or marriage (including domestic partners). Such family members shall include the employee's spouse, parent, and child. Employees shall request sick leave as soon as possible on the first day of the sickness.

b. **Doctor's Appointment:** Sick Leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, and for the purpose of securing diagnostic examinations, treatments and X-rays. The leave request shall be made at least twenty-four (24) hours in advance, except in case of emergencies.

c. **Doctor's Certificate:** Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave for themselves unless such sick leave exceeds three (3) workdays of continuous duration. When an employee takes three (3) or more workdays of sick leave to care for an eligible family member, a doctor's certificate to substantiate such sick leave usage shall be required. When an employee returns to duty from sick leave exceeding three (3) workdays, he/she shall provide the Employer with a doctor's certificate.

d. **Leave Restriction:** In cases where Management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee must, upon request, furnish a doctor's certificate for each absence from work which is claimed as sick leave. The Agency's request to furnish a doctor's certificate for each absence shall be reviewed every ninety (90) calendar days. At no time shall an employee be required to furnish a doctor's certificate for longer than twelve (12) months after the initial Letter of leave restriction.

3. **Advance Sick Leave:** Sick leave shall be advanced under the following conditions:

- a. It must be supported by a doctor's certificate.
- b. All available accumulated annual and sick leave to the employee's credit must be exhausted.
- c. In the case of employee(s) serving in a temporary appointment or under Probationary or trial periods, sick leave shall not be advanced in an amount exceeding that which it is reasonably assured will be subsequently earned, during such period.
- d. The amount of advance sick leave to an employee's account shall not exceed thirty (30) days (240 hours) at any time. Where it is known that the employee is to be retired, or where it is anticipated that he/she is to be separated, the total advanced may not exceed an amount that can be liquidated by subsequent accrual, prior to the separation.
- e. If the employment of an employee who has been advanced sick leave under this Article is terminated, voluntarily or involuntarily, the Employer shall be entitled to deduct from the employee's final paycheck the value of any remaining unaccrued sick leave that was used by the employee, to the extent permissible under applicable law.

#### **Section F: Court Leave**

The period of jury duty service does not include time when the employee is excused or discharged by the court for an indefinite period subject to call by the court. An employee is required to return to the Employer any compensation received for jury duty while on court leave.

Employees excused from work to attend Court for periods of less than one (1) full day shall not be expected to return to work unless they could be expected to work at least two (2) hours of their regular work shift, upon arrival at work.



### **Section G: Blood Donation**

Administrative leave, not to exceed four (4) hours on any one occasion, shall be granted to employees covered by this Agreement for the purpose of donating blood at the Red Cross Blood Bank.

### **Section H: Leave of Absences**

1. Employees may be granted periods of leave of absence, up to one (1) year, to include annual leave or leave without pay, as appropriate.
2. Management recognizes that the Union may designate employee members, elected or appointed, to a National or District Union office and agree that, upon his/her request, the employee shall be granted a leave of absence (annual leave or leave without pay), for the time required to be away from the job. Such requests shall be submitted as far in advance as possible to the Employer or his/her designee, and in no case, less than five (5) days prior to the day leave is to begin.

### **Section I: Parental Leave**

1. Parental Leave shall be granted following the birth or adoption of a child or placement of a foster child in accordance with the D.C. and Federal FMLA.
2. Parental leave before and after birth or adoption of a child or placement of a foster child shall be granted at the request of the employee. This leave is chargeable to sick leave or any combination of sick, annual or leave without pay. The employee is obligated to advise his/her supervisor in advance of the anticipated leave. The period of absence which the employee requests shall be determined by the employee and/or their physician.

### **Section J: Other Paid Leave**

1. **Voting Leave:** Where the polls are not opened for at least two (2) hours, either before or after an employee's regularly scheduled hours of work, the employee may, upon request, be granted an amount of excused time which shall permit the employee to report to work two (2) hours after the polls open, or leave work two (2) hours before the polls close, whichever requires the lesser amount of time off. Leave for voting purposes shall be allowed in accordance with personnel rules and regulations.
2. **Examinations:** Employees shall be excused without charge to leave for the purpose of taking employment medical examinations required by the Employer; examinations for induction or enlistment in the active Armed Forces; and examinations of employees who operate Employer owned vehicles.

## **Section K: Education Leave**

After the completion of one (1) year of service with the Employer, an employee, upon request, may be granted a leave of absence without pay for educational purposes, provided that successful completion of the course shall contribute to the work of the Employer. The period of the leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee upon return from educational leave has acquired the qualifications of and for a higher grade position, he/she shall not lose any of his/her rights in being evaluated for the higher grade position.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

#### **Section A: General**

The Agency shall provide employees with reasonably safe and healthful working conditions. It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety.

#### **Section B: Training and First Aid**

The Agency shall ensure that safety training, related to employee jobs, is offered at no expense to the employee. The Agency shall provide first aid kits for each shop or work section. 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 posted on Agency bulletin boards. The agency and the employees will cooperate in ensuring all first aid kits are maintained.

#### **Section C: Facilities**

The Agency shall maintain clean and sanitary locker room, restrooms and lunch room facilities for all employees on a regular basis. Employees shall be responsible for leaving such facilities in an orderly condition.

#### **Section D: Safe Working Conditions**

An employee shall not be required to work in dangerous conditions unless or until such conditions have been removed, remedied, rendered safe or adequate protection for the condition is provided. When an employee identifies what she/he believes to be an unsafe or unhealthful working condition, the employee shall immediately notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate action. If there is a disagreement with management about whether the condition is dangerous, the Agency agrees to notify the Union and the department/agency safety

officer or person. During this period, the supervisor may require the employee(s) to perform their duties in another work area or to perform duties of equal or lesser complexity or difficulty outside the affected area. The Agency agrees that an employee shall not be required to operate equipment that he/she is not qualified to operate. The Agency agrees it is responsible to provide safe equipment and safe working conditions including work areas.

No employee shall be required to work alone in dangerous working conditions.

#### **Section E: Protective Clothing**

The Agency agrees to furnish all appropriate protective clothing and equipment, including proper eye protection, necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment to be implemented by the Agency. If the request is denied the Agency shall provide the Union with a reason for the denial within ten (10) working days of receipt of the Union's request.

Employees issued safety and protective equipment are required to wear or utilize such equipment, as needed.

#### **Section F: Vehicles**

Employees shall promptly report to Management all deficiencies in maintenance of vehicles for corrective action. The Agency agrees to ensure regular inspection and maintain vehicles in good operational condition.

#### **Section G: Accidents**

If an accident occurs, the primary consideration shall be the welfare of injured personnel.

When the Agency becomes aware that an accident has occurred involving a bargaining unit employee, which results in a loss of duty time, the Agency agrees to notify the Union President. The Union President shall be provided, within five (5) workdays of the accident, a copy of the accident and/or incident report(s), or any other report(s), identifying the employee name, date and location of the accident, a brief description of the accident; whether the employee was injured; if the injury resulted in a disabling injury' and whether the employee has lost work day(s). This information shall be mailed or hand-delivered to the Union President and/or his/her designee.

#### **Section H: Safety Committee**

The Union and Management, in each department/agency or office, shall establish a Safety Committee with equal members from the Union and Management. There shall be no more than four (4) members from each side. The Union and Management shall exchange a list of the members on the safety committees for each department/agency. One member

from the Union and one member from Management shall serve as Co-chairs of the Safety Committee.

This safety committee shall meet on a monthly basis or more frequently if desired by the Union or Management. Individuals from the Office of Risk Management may attend these meeting. The Union Safety Committee representative(s) may request a copy of on-the-job injuries and/or accident reports from the agency for bargaining unit employees. Any such meetings shall be held during working hours and union participants shall be on official time. Any matters not resolved during these meetings shall be forwarded in writing to the Agency Director.

In addition, the safety committee shall conduct safety surveys, consider training needs and make health and safety recommendations to the department/agency, consult with and advise department/agency heads and safety personnel regarding safety matters in the workplace and make recommendations to the Office of Risk Management to improve services provided by their office.

#### **Section I: List of Chemicals and Other Toxins**

The Agency shall post for employees to review a list of all hazardous chemicals, as defined by OSHA, being used in the work area and the manufacturer's materials safety data sheet concerning chemicals and other toxins used by the Agency. Upon request, the Union shall be provided with copies of this information. Within budgetary limitations, emergency shower facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

#### **Section J: Employee Information and Notification**

The Agency 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 K: Union Notice of Death**

The Agency shall promptly notify the Union in the event on an on-the-job death.

## **ARTICLE 22**

### **TRAINING**

#### **Section A: Agency Training**

Management and the Union agree that the training development of employees within the bargaining unit is a matter of primary concern to both parties. The Agency agrees to provide a training program that provides training for and development of all employees.

The Agency shall develop and maintain a training program that provides for training related to employees' positions, upward mobility and cross-training for career changes.

**Section B:**

1. The Agency shall distribute to all bargaining unit employees, on a semi-annual basis, a list of training programs and educational opportunities.
2. Employees shall be given reasonable opportunities to discuss training needs and/or opportunities including educational opportunities outside of the Agency with their supervisors and/or other Agency officials.
3. Requests for training and educational opportunities shall be processed and responded to promptly.
4. A record of satisfactorily completed training courses may be filed by each employee in their Official Personnel File.

**Section C:**

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 Agency.

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

**Section D: Administrative leave for Employee Training**

In accordance with Agency leave requirements, the Employer shall grant administrative leave for education and training if the training or education is related to the employee's position(s) and/or upward mobility for a position within the District government.

**ARTICLE 23**

**WHISTLE BLOWER PROTECTION**

Employees shall not be subject to reprisal for lawful disclosures of information subject to and in accordance with the Federal Whistleblower Protection Act of 1989 and the D.C. Whistleblower Reinforcement Act of 1998, D.C. Law Section 12-160 (Title II).

## **ARTICLE 24**

### **MERIT STAFF**

#### **Section A: General**

All positions within the bargaining unit, excluding career ladder position promotions, shall be filled in accordance with merit staffing as described in law, the District Personnel Manual (DPM) and this article.

#### **Section B: Posting Vacancies**

The Agency agrees that all vacancies shall be posted, for a period of at least ten (10) days prior to the expiration date of the job vacancy announcement on official bulletin boards convenient to all work areas and other areas where bargaining unit employees are located. These vacancies shall be placed on the bulletin boards no later than two days after the vacancy is advertised or announced. In addition, the Agency shall post notices in other areas where the Agency may reasonable expect to obtain applications.

All job vacancy announcements shall provide a synopsis of duties to be performed, qualifications required and any special knowledge, skills or abilities that will be given consideration. The Union President shall receive copies of all vacancy announcements. These announcements shall be e-mailed or mailed through U.S. regular mail to the Union president at addresses provided by the Local president.

#### **Section C: Qualified Applicants**

After the rating and ranking of applicants, pursuant to the DPM, a list of best qualified applicants shall be submitted to the selecting official. Any selection shall be made from among the list of best-qualified applicants or as required by law.

#### **Section D: Selection Process**

If one applicant/candidate is interviewed then all qualified applicants/candidates shall be interviewed. An internal applicant is a District Government employee and an external applicant is an individual who is not employed with the District Government.

#### **Section E: Selection Notice**

All bargaining unit applicants shall be notified in writing of their selection or non-selection for a vacancy.

**Section F: New Employee Orientation**

The Union shall be informed and invited to all orientations of new employees who are covered by this Agreement. The Union shall be allowed to provide the employee with Union material and information. The Union will be given advance notice of orientations scheduled for new employees.

**Section G: Employees Affected by a RIF or Involuntary Demotions**

When an employee has been downgraded through no fault of his/her own or affected by a reduction in force, he/she shall be given priority consideration regarding selection for any position vacancy which he/she formerly occupied and/or any position for which the employee meets the minimum qualifications or can perform the position with minimum training.

**ARTICLE 25****RELEASE OF INFORMATION**

The Employer shall make available to the Union, upon the Union's request, any information relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement. The Agency will be given a reasonable amount of time to respond to a request for information.

**ARTICLE 26****JOB DESCRIPTIONS****Section A: Changes to Job Description**

Each employee within the bargaining unit shall be given a copy of their job description. The Union shall be provided with a copy of each job description upon request. The Union will be given the opportunity to review and comment on all new and/or changed job descriptions.

**Section B: Position Review**

An employee may request a review of his/her position classification or a desk audit. Classification reviews and desk audits shall be conducted in accordance with the District Personnel Manual ("DPM").

Such a request for a review shall be made in writing to the immediate supervisor who will meet with the employee and/or his/her representative, to discuss and attempt to resolve the matter. If the matter is not satisfactorily settled at this level the employee may

request a review through the appropriate servicing personnel authority, in the D.C. Office of Human Resources.

## **ARTICLE 27**

### **DETAILS AND TEMPORARY PROMOTIONS**

#### **Section A: Details**

1. Details or temporary promotions shall be made in accordance with the appropriate provisions of the District Personnel Manual and may be used to meet the temporary employment needs of Management's work programs, on the job training and emergencies occasioned by abnormal workload or unanticipated absence.
2. Consistent with D.C. Personnel Regulations, when an employee is detailed to a higher graded position for more than one hundred and twenty (120) 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 (91<sup>st</sup>) day. The employee on detail shall at all times be considered the incumbent of his/her regular position.
3. 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.
4. Details to meet temporary needs of Management's work programs will be made on a rotation basis among qualified employees.
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. Upon termination of the temporary promotion, the employee shall return to the same or to a 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**

### **OPERATION OF DISTRICT OF COLUMBIA VEHICLES**

#### **Section A: Purpose**

The Agency and the Union agree employees operating District of Columbia motor vehicles shall comply with all laws, rules, regulations and the policies of the District of Columbia during the operation of Government owned vehicles.

#### **Section B: Parking Spaces and Parking Citations**

The parties agree that employee(s) assigned to operate government owned vehicle(s) in areas where parking space(s) are at a premium and/or at location(s) where parking space(s) are difficult to find, shall be given a valid District of Columbia government parking permit, where available.

1. Parking of government vehicles are governed by the April 9, 2007 Memorandum on "Adjudication of Parking Tickets Incurred During Government Service" (Memorandum) issued by Lucinda Babers, Interim Director, Department of Motor Vehicles. The Memorandum is attached as Appendix A to this Agreement.
2. Where employees are in compliance with the Memorandum and receive tickets, the Agency will pay or adjudicate such tickets. Employees are required to cooperate with such processing or adjudication.

## **ARTICLE 29**

### **REDUCTION IN FORCE**

#### **Section A: Authority**

Any reduction in force during the term of this Agreement shall be conducted in accordance with District of Columbia statutory provisions, Chapter 24 of the DPM, and this Article.

## **Section B: Consultation**

The Agency agrees to consult with the Union in advance once a decision is made to conduct a reduction-in-force. The Agency further agrees to minimize the effect of the reduction-in-force on employees and to consult with the Union toward that end.

## **Section C: Bargaining over the Impact and Effect**

The Agency agrees to bargain with the Union over lessening the impact and effect of a reduction-in-force. Bargaining shall commence after a decision has been made to conduct a reduction-in-force and upon request by the Union. The Union shall be given a written notice of the agency's decision to conduct a reduction-in-force. This notice shall be sent within five (5) days of the Agency's decision to conduct a reduction-in-force.

## **Section D: Information Request**

In the event of a reduction-in-force, the Agency shall upon request, provide information needed by the Union to engage in effective impact and effect bargaining. The Agency shall provide the information within seven (7) workdays of receipt of the Union's request for information. The Union will be advised of any information that is not available during the seven (7) workday response period and will be advised as to approximately when it would be available.

# **ARTICLE 30**

## **CONTRACTING OUT**

### **Section A: Union Notification**

When there will be an adverse impact to bargaining unit employees, the Agency shall notify and consult with the Union sixty (60) calendar days prior to final action on such contract, except in emergencies, in which case notice will be given as soon as practicable. The Union shall have full opportunity to make its recommendations known to the Agency who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Agency shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees. The Union shall be provided the following information:

1. The financial savings to be realized by the Employer in accordance with D.C. Official Code § 2-301.05b – Privatization Contracts and Procedures Requirements;
2. The impact and effect of the action on union employees, including job loss;

3. The actual and potential skills of the employees presently doing the work;
4. The equipment, facilities and/or machinery needed for the work;
5. The likelihood that the work will have to be done on a long-term or recurrent basis; and/or
6. Such other factors as may be deemed applicable by the Agency or by the Union, per their request, as a result of a need for clarification related to the notification to contract out.

**Section B: Employee Impact**

The Employer agrees to place employees who have been displaced by such action in other available vacant positions, within the Department, for which they are qualified and able to perform, in accordance with the applicable District Personnel Regulations.

## **ARTICLE 31**

### **TOOLS**

**Section A: Issuance of Tools**

Management shall provide, at no cost to employees, all tools needed to perform the work.

**Section B: Care of Tools**

The Employer shall maintain its power and special tools in a safe working condition. Employees will be responsible for proper care and safe operation of power and special tools. Tools issued will remain the property of the District of Columbia government. Employees terminated, retired or resigning shall be required to return such tools prior to leaving the job.

## **ARTICLE 32**

### **ENVIRONMENTAL PAY DIFFERENTIAL**

The Union may submit to the Agency a list of positions which it believes to be eligible for environmental pay differential. The Agency shall submit this list to the D.C. Office of Human Resources for approval or disapproval of the differential, within three working days of receipt from the Union. The Office of Human Resources will process the

submission. The Union and the Agency will be notified in writing of the decision. The decision shall state the reason(s) why the request for differential was approved or denied.

## **ARTICLE 33**

### **WORK ON HOLIDAYS**

#### **Section A: Holidays**

The holidays are as follows:

1. New Year's Day, January 1<sup>st</sup> of each year;
2. Dr. Martin Luther King, Jr's Birthday, the 3<sup>rd</sup> Monday in January of each year;
3. President's Day, the 3<sup>rd</sup> Monday in February of each year;
4. Emancipation Day, April 16<sup>th</sup> of each year;
5. Memorial Day, the last Monday in May of each year;
6. Independence Day, July 4<sup>th</sup> of each year;
7. Labor Day, the 1<sup>st</sup> Monday in September of each year;
8. Columbus Day, the 2<sup>nd</sup> Monday in October of each year;
9. Veteran's Day, November 11<sup>th</sup> of each year;
10. Thanksgiving Day, the 4<sup>th</sup> Thursday in November of each year; and
11. Christmas Day, December 25<sup>th</sup> of each year.
12. Inauguration Day, January 20<sup>th</sup>, every four (4) years;

Any other day designated to be a legal holiday by the Congress or the Mayor or the U.S. President.

#### **Section B: Work on Holidays**

Except for environmental emergency operations, or continuous shift operations, any necessary work performed on a holiday shall be performed by volunteers. In the event the number of volunteers is not sufficient the work assignment will be based on seniority

within the work unit or office. Management reserves the right to require employees to do necessary work on holidays.

## **ARTICLE 34**

### **HOURS OF WORK**

#### **Section A: Workday**

The hours of work shall be consecutive except as interrupted by a lunch period.

#### **Section B: Workweek**

The Agency agrees to establish a workweek for employees, in accordance with D.C. Code Section 1-612.01.

#### **Section C: Continuous Operations and Shifts**

Work schedules for employees assigned to shifts, showing the employee's workdays and hours shall be posted on appropriate bulletin boards. The Union shall be provided an opportunity to review and comment, prior to the implementation of new shifts that would affect the members of the units.

#### **Section D: Changes in Work Schedules**

Except in emergencies, circumstances which would disrupt agency operations or where such changes in regular work sites and/or work schedules are part of the normal operation of the job, Management shall provide employees seven (7) workdays advance notice of any changes to their work site or work schedule.

#### **Section E: Shift Schedule Preference**

If the Agency introduces new shift schedules or revises existing shift schedules, employees in each affected job classification shall be permitted to request in writing their preference for the new shift assignment. If more than a sufficient number of employees seek a specific shift, the Agency shall make the assignment according to seniority. If less than a sufficient number of employees seek a specific shift, the Agency shall make the assignment in reverse seniority order, (i.e., the junior employee fills the least desirable shift). The Agency agrees to respond to employees requesting shift preference within one day of the request. Hardship cases shall be considered on a case by case basis.

#### **Section F: Flexible/Alternative Work Schedule or Change in Tour of Duty**

1. Normal work hours may be adjusted to allow for flexible/alternative work schedules requested by employees, with appropriate adjustments in affected leave

and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be appropriate where it increases employee morale and productivity. The Union shall be given advance notice of all changes to work schedules, prior to the change.

2. A flexible/alternative work schedule shall provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums shall be based on the regular scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave shall continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules, and shall be charged on an hour-by-hour basis.

#### **Section G: Breaks for Clean-Up**

Management shall provide a fifteen (15) minute time period for employees to clean up prior to lunch and at the end of the workday.

#### **Section H: Time if Detailed Elsewhere**

Employees detailed out of their section for periods of one day or less shall be allowed a reasonable amount of time to return to their own section before quitting time to put away equipment and personal property.

#### **Section I: Rest Periods**

The Agency shall provide two (2) fifteen (15) minute breaks on each shift, regularly scheduled workday, and/or tour of duty. At a minimum, one for each four (4) hour period worked. The same principle shall apply for overtime worked beyond the regular shift, regularly scheduled workday, and/or tour of duty, except that the employee must work one (1) hour or more to qualify for a fifteen (15) minute overtime rest period and for every four (4) hours, or major portion thereof worked. Following the first four (4) hours of overtime work, the employee shall be given a thirty (30) minute lunch period. If the employee works the better part of eight hours of overtime, the employee shall be allowed two (2) fifteen (15) minute breaks.

### **ARTICLE 35**

#### **SNOW EMERGENCY OPERATIONS**

##### **Section A:**

When a snow or other emergency situation exists, Management will notify in advance those employees who are required to work. Generally, Management will divide the employees into two groups, Group 1 and Group 2. Groups will alternate their assigned

tours throughout the snow season. Employees will work during their normal tour of duty and the appropriate group will be required to remain during a snow emergency situation. Should the emergency continue, the other group will report at the designated time and continue to work through their normal tour of duty. This rotation shall continue until the emergency is over.

Management reserves the right to establish different groupings during situations requiring extended emergency operations. Management agrees to give employees appropriate notice in any such situations.

#### **Section B:**

Bulletin boards or telephone communications will be utilized to notify those employees in any group required to work the next snow or other emergency. Reasonable efforts will be made to equalize overtime. When an emergency arises employees are required to report to his/her emergency operation group. A unit employee seeking to be excused must make his/her request with the appropriate supervisor.

#### **Section C:**

Management will maintain a current listing of employees in the groups. The list of employees in each group will be reviewed with the Chief Steward for the Bureau and posted prior to November 15 each year.

#### **Section D:**

Management shall not be required to work all employees in any one group during any emergency overtime period. Only those employees in a particular group needed during a snow storm will be requested to work.

#### **Section E:**

During extended emergency operations, rest periods, shelters and an opportunity to eat will be provided.

#### **Section F: Lunch Periods and Rest Breaks:**

1. Except in emergencies specifically declared as such by a responsible official of the Department, employees will be provided ample opportunity for lunch periods during their regular tour of duty, which will not be used as a basis for pay. When an emergency has been declared the following paragraphs shall apply:

- a. An employee's method of compensation shall be consistent with District rules and regulations when a responsible official of the

Department designates a specific time period for eating and all work ceases to allow employees to eat.

b. When a responsible official determines that no period will be set aside for eating and employees are allowed to eat during working lapses, without interfering with normal work process, the employees will receive pay for the time required to eat.

c. Employees will be relieved for rest breaks as often as necessary and reasonable during emergency operations.

#### **Section G:**

By agreeing to renew Article 35 without change, the Parties reserve their respective positions regarding the validity and interpretation of the 'Memorandum of Agreement between the District of Columbia and the Labor Organizations Representing Compensation Units 1 and 2, District of Columbia Snow Removal Programs,' dated December 5, 2007 and November 27, 2007, signed by Natasha Campbell and George T. Johnson.

### **ARTICLE 36**

#### **INCLEMENT WEATHER CONDITIONS**

##### **Section A: General**

This Article does not apply to snow emergency operations.

##### **Section B: Early Dismissal**

When the early dismissal of employees is authorized the Agency agrees to dismiss all affected non-essential employees.

##### **Section C: Extreme Temperatures**

In the event of excessive temperatures that cannot be immediately corrected or equipment failure, that precludes the performance of work or present unsafe/unhealthy working conditions, the Agency agrees that affected employees working inside buildings shall be dismissed or relocated for that workday. Except for emergency situations, the Employer agrees to relieve, as necessary, employees working outside during extreme heat or cold conditions by curtailing, rescheduling tours of duty, or suspending such operations or reassigning employees to other duties, inside or outside, or dismissing employees on paid administrative leave, at the Employer's option.



#### **Section D: Facilities During Emergency Operations**

The Agency agrees to provide or make accessible during prolonged emergency operations, restrooms and other facilities, as necessary, including toilet, heat, first aid kit and drinking water. Employees shall be afforded an opportunity to eat at prescribed intervals during such emergencies, and shall be entitled to rest periods as set forth in Article 34, Hours of Work.

#### **Section E: Work Assignments**

During inclement weather, the Agency agrees to reassign employees who are unable to perform their regular duties because of weather conditions to other duties as needed or provide a full day's tour of duty.

#### **Section F: Reporting to Work**

During inclement weather where the Agency has declared an emergency, employees shall be given a reasonable amount of time to report for duty without charge to leave; this reasonable time shall not exceed two hours after the assigned start time of the employee. Those employees required to remain on their post until relieved shall be compensated at the appropriate overtime rate and/or compensatory leave, at the overtime rate for the time it takes his/her relief to report for duty. It shall remain the employee's choice if the employee is paid overtime or receives compensatory time.

#### **Section G: Leave Usage**

Employees shall be allowed to use leave during inclement weather in accordance with Article 20 - Leave.

### **ARTICLE 37**

#### **ADMINISTRATIVE CLOSINGS**

##### **Section A: Definition of an Emergency**

Emergency is generally construed to mean those periods when the health and welfare of the residents/visitors of Washington, D.C. are placed in jeopardy.

City-wide emergencies shall be declared by the Mayor of the District of Columbia. Those emergencies affecting the Agency's operations shall be declared by the Agency, with immediate notice to the Union president.

## **Section B: Definition of Administrative Closing**

An Administrative Closing is defined as any closing of the District Government operations at the direction of the Mayor or the Department or Agency Head. These situations may arise for a number of reasons, including, but not limited to weather, power failures, interruption of public transportation, equipment failures, fires or acts of terrorism.

## **Section C: List of Essential\ Emergency Positions**

The Agency agrees to provide the Union, annually, with a list of all bargaining unit positions identified as essential/emergency and the encumbered employee's name, grade and job title and the duration of the essential/emergency status. Each employee, whose position has been identified as essential/emergency, shall be notified annually of the essential/emergency status.

The Agency shall provide the Union with written notice of any changes in the designation of essential/emergency positions and employees. The Union shall have the opportunity to comment on the designation of positions as essential/emergency. The Agency shall meet with and consider the Union's comments.

The Agency shall publish an official listing of essential/emergency positions and, where applicable, shall include a statement of "essential" on all future vacancy announcements.

## **Section D: Non-Essential Employees**

During an administrative closing, all non-essential employees who are covered by this Agreement shall be granted administrative leave upon the closing of the District Government or a Division, Unit, Office, or Agency covered by this Agreement.

# **ARTICLE 38**

## **GRIEVANCE AND ARBITRATION PROCEDURES**

### **Section A: Scope**

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances and to enable the parties to resolve grievances at the lowest possible administrative level.

### **Section B: Presentation of Grievances**

A grievance is a complaint by employee(s) and/or the Union that there has been:

1. Violation, misapplication or misinterpretation of this Agreement and/or the Compensation Agreement;
2. Violation, misapplication, and/or misinterpretation of any laws, rules, regulations, and policies affecting the terms and conditions of employment.

#### **Section C: Categories of Grievances**

1. **Individual** - A grievance of an individual or personal nature. In the case of an individual grievant proceeding without Union representation, the Union must be given an opportunity to be present and to offer its views at any meeting held to adjust the grievance. The Agency shall be responsible for notifying the Union of any such meeting.
2. **Group** - A grievance involving a number of employees in the bargaining unit. A group grievance may be filed at whatever step a resolution is possible.
3. **Class** - A grievance involving all the employees in the bargaining unit of a Department and/or Agency. A class grievance must be signed by the Union President or his/her designee and may be filed directly at Step 3 or Step 4 of this procedure. Grievances so filed shall be processed only if the issue raised is common to all employees in a specific agency and/or within the bargaining unit.

#### **Section D: General**

1. If the Agency declares a grievance procedurally non-grievable/arbitrable, it must make such declaration in writing in response to the Step 3 grievance or, if the initial step is after Step 3, in the response at the initial step. All questions of procedural Grievability/Arbitrability not raised in response to the Step 3 grievance or, if the initial step is after Step 3, in the response at the initial step, shall be deemed waived. Questions of procedural grievability/arbitrability are for the arbitrator to decide and shall be decided by the same arbitrator selected to hear the merits of the grievance. Questions of substantive arbitrability/grievability will be pursued in accordance with applicable law.
2. If the Agency does not respond within the time limits specified in each step, the employee or the Union may invoke the next step, treating the lack of response as a denial of the grievance.
3. All time limits shall be strictly observed unless the parties mutually agree in writing to extend the time limits. Days shall mean calendar days, unless stated otherwise.
4. The presentation and discussion of grievances shall be conducted at a time and place that shall afford a fair and reasonable opportunity for both parties and their witnesses to attend. During arbitration, no witness shall be heard if the

arbitrator determines his/her testimony is not relevant. When discussions and hearings are required under this procedure and are held during the work hours of the Department or Agency, participants and witnesses shall be considered in a pay status for this purpose. The Agency shall make witnesses available for testifying at arbitration(s). The Agency may stagger the release of employees to accommodate operational demands. Witness lists shall be exchanged seven (7) workdays before the initial hearing date.

5. The Agency shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of a grievance.

6. Upon receipt, the Agency shall provide written notice to the Union of all grievances filed by employee(s), who are processing grievance(s) without Union representation.

7 Only the Union can invoke arbitration for any grievance filed pursuant to this Agreement.

#### **Section E: Procedural Steps**

**Step 1.** The aggrieved employee (with or without his/her Union representative) and/or the Union shall orally or in writing present and discuss the grievance with the employee's immediate supervisor, within fifteen (15) workdays of the occurrence or the event giving rise to the grievance becoming known to the employee or the Union. The immediate supervisor shall make a decision on the grievance and orally communicate the decision to the employee or to the Union within ten (10) workdays from the date of the presentation of the grievance.

**Step 2.** If the grievance remains unresolved, the employee, with or without his/her Union representative, or the Union shall submit a written grievance to the next level manager within ten (10) work days of the date of the Step 1 response or, if a response is not received by the due date, within ten (10) work days of the response due date. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this step shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated;
2. The date(s) on which the alleged violation(s) occurred;
3. The manner in which the alleged violation(s) occurred;
4. The specific remedy or adjustment sought; and
5. Signature of the employee or Union representative, as applicable.

Should the grievance not contain the required information, the grievant and/or the Union shall be so notified in writing and granted the opportunity to resubmit the grievance within five (5) work days of receipt of such notice.

A response to the Step 2 grievance shall be made by the manager within seven (7) workdays of the date of receipt of the Step 2 grievance.

**Step 3.** If the grievance remains unresolved, the employee and/or Union shall submit a Step 3 grievance to the Agency Administrator or his/her designee, within ten (10) work days following the Step 2 response or, if a response is not received by the due date for Step 2, within ten (10) work days of the Step 2 response due date. The Administrator, or his/her designee, within the administration shall respond in writing within ten (10) workdays of receipt of the Step 3 grievance.

**Step 4** If the grievance remains unresolved, the employee and/or Union, shall submit a Step 4 grievance to the Agency Director within ten (10) work days, following the receipt of the Administrator's or his/her designee's response or the response due date for Step 3. The Department Director or Agency Head shall respond, in writing, within ten (10) workdays of receipt of the Step 4 grievance.

**Step 5.** If the grievance remains unresolved the Union within fifteen (15) workdays from receipt of the Step 4 response or the Step 4 response due date, shall advise the Agency Director, with a copy to the Director, Office of Labor Relations and Collective Bargaining, or his/her designee, in writing whether the Union intends to request arbitration on the grievance. Should the Union request arbitration, such request shall include a settlement, setting forth grounds for the grievance consistent with Step 2.

## **Section F: Selection of Arbitrator**

1. Selection of an Arbitrator - Within ten (10) work days of the written notice to arbitrate, the Union shall request the Federal Mediation and Conciliation Service ("FMCS") to refer a panel of seven (7) impartial arbitrators. A copy of the FMCS panel request shall be sent to the Director, Office of Labor Relations and Collective Bargaining. Within fifteen (15) days of receipt of the FMCS panel, the parties shall select one of the names on the list as mutually agreeable, or if there is no mutually agreeable arbitrator, each party alternately strikes a name from the FMCS panel until one remains. A coin shall be tossed to determine who shall strike first. If none of the submitted arbitrators are acceptable, one (1) new panel may be sought before the selection process begins.

2. FMCS shall be empowered to make a direct designation of an arbitrator to hear the case if either party refuses to participate in the selection of an arbitrator.

## **Section G: Conducting Arbitration**

1. The arbitrator shall hear and decide only one (1) grievance in each case, unless the parties mutually agree to consolidation of grievance(s).
2. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
3. The hearing shall not be open to the public. The hearing shall be open to the parties and witnesses relevant to the grievance including Management representatives, the aggrieved employee(s), Union Officials and representatives of the aggrieved employee(s), including Union attorneys and national representatives. The Union and Management may have observers attend the arbitration hearing. In the case of a class grievance involving employees from more than one unit, division, or office, the Union representatives for all affected units shall be allowed to attend the arbitration hearings.
4. Witnesses shall be sequestered upon request of either party.
5. Either party may have the arbitration proceedings recorded stenographically or otherwise. The cost of the transcript will be borne by the party requesting the stenographic recording, unless the parties mutually agree to equally share the cost. If a party, who has not requested a stenographic recording, subsequently requests a copy of the transcript, the party shall be charged the copy cost for the transcript and will pay for one-half of the cost of the arbitrator's copy of the transcript.
6. Hearings shall be held in the Office of Labor Relations and Collective Bargaining, or at the District building that contains the Grievant's work site, or at another mutually agreeable location. If the Parties disagree as to whether the hearing should be held in the Office of Labor Relations and Collective Bargaining, or at the District building that contains the Grievant's work site, that matter will be decided by the arbitrator.

## **Section H: Arbitrator's Award**

1. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusion, within thirty (30) calendar days after the conclusion of the hearing, or within thirty (30) calendar days after the arbitrator receives the parties' briefs, if any, whichever is later.
2. 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 conform his/her award to the issues presented in the grievance.

3. The award cannot provide relief retroactively to a time before the date of the occurrence of the event upon which the grievance is based.
4. The arbitrator's award shall be binding upon both parties. A timely appeal may be filed by either party, with the D.C. Public Employee Relations Board.
5. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be shared equally unless the arbitrator allocates responsibility otherwise in the Award.

## **ARTICLE 39**

### **DISCIPLINE**

#### **Section A: General**

Discipline shall be administered in a fair, equitable, consistent, objective and nondiscriminatory manner. Disciplinary action shall not be taken in a manner that is retaliatory or constitutes harassment. Employees shall not be subject to restraints, interference, coercion or reprisals in the disciplinary process.

Discipline shall be imposed on employees for cause and shall be progressive in nature.

#### **Section B: Types of Disciplinary Actions**

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

1. Corrective Actions: written reprimands or suspensions of less than ten (10) days.
2. Adverse Actions: removal, suspension for ten (10) days or more, or a reduction in position, grade or pay.

An employee may appeal a corrective action or adverse action through the grievance process. Adverse actions may be appealed through the grievance process or the employee may elect to file an appeal at the Office of Employee Appeals ("OEA"). For an adverse action, the submission of a written grievance or the filing of a petition with the Office of Employee Appeals, whichever event is earlier shall be considered an election by the employee. The choice of one avenue of relief forfeits access to the other.

#### **Section C: Progressive Discipline**

1. Discipline shall be corrective rather than punitive in nature, and shall reflect the severity of the infraction, consistent with the principles of progressive

discipline. It is also acknowledged that immediate adverse action up to discharge is sometimes appropriate.

2. In selecting the appropriate penalty to be imposed in a corrective or adverse action, the Agency shall consider relevant factors, including any mitigating or aggravating circumstances. The results of such consideration shall be in writing and placed in the corrective or adverse action file. An employee's prior disciplinary record may be considered. However, the following time limits on prior disciplinary actions shall apply when determining the appropriate discipline:

a. A reprimand and/or a suspension of less than ten (10) days shall be considered a prior offense and may be cited only within two (2) years of the effective date of the reprimand, and only if it was not withdrawn earlier by the deciding official issuing the action by a court, or by other competent authority.

b. An adverse action shall be considered a prior offense and may be cited only within three (3) years from the effective date of the action, and only if not withdrawn earlier by the deciding official issuing the action, by a court, or by other competent authority.

3. Consideration may be given to correcting the problem through the use of the Employee Assistance Program ("EAP"). For purposes of disciplinary actions and penalties, days are defined as calendar days, unless otherwise stated herein.

#### **Section D: Time Frame for Proposing Disciplinary Action**

After discovery of the incident, an investigation shall be conducted in a timely manner, and discipline shall be imposed upon the conclusion of any investigation.

#### **Section E: Grievance Process**

Employees may grieve disciplinary actions through the negotiated grievance procedure set forth in Article 38 Grievance and Arbitration Procedure, of this Agreement at the step of the next higher level manager than the deciding official, within fifteen (15) workdays of the receipt of the final decision. If the deciding official is the Director of the Agency, the grievance shall be filed at Step 4 of Article 38.

#### **Section F: Probationary Employees**

This Article shall govern disciplinary actions imposed on probationary employees. However, the removal of an employee during his/her probationary period is neither grievable nor appealable, and shall be done in accordance with the DPM.



## **Section G: Privacy**

If a supervisor has reason to discipline an employee, it shall be done in private and in a manner that shall not embarrass the employee before other employees or the public.

## **Section H: Notice of Proposed Disciplinary Action**

1. An employee for whom adverse action is proposed shall be entitled to at least 15 calendar days advance written notice of a proposed adverse action, or ten (10) calendar days if corrective action is proposed. The notice shall identify the cause and the reason(s) for the proposed action.
2. A notice of proposed corrective or adverse action shall contain the following information:
  - a. The violation or infraction allegedly committed by the employee and where the employee/union can obtain the supporting documentation;
  - b. The Agency shall give specific description of the incident(s), including the date(s) of the occurrence that resulted in the Agency proposing disciplinary action;
  - c. The name and telephone number of the hearing officer and/or disinterested designee;
  - d. A statement that the employee is represented by AFGE Local 631 and should seek assistance from the Union.

A response to the proposed disciplinary action is due ten (10) workdays after the employee receives the notice of proposed discipline.

## **Section I: Union Notification and Support Documentation**

Recognizing that the Union is the exclusive representative of the employees covered by this Agreement, the Agency shall notify the Union of proposed disciplinary actions. A written notice shall be provided to the Union President identifying the name of the employee, the date the employee received the proposed action and the proposed penalty. This notice to the Union shall be mailed to the Union President at the time the document(s) is issued to the employee. The parties may mutually agree, in writing, to other methods of delivery of the notice to the Union.

The materials upon which the proposed discipline is based shall be made available to the employee and his/her authorized representative for review. The employee and his/her authorized representative shall be provided with copies upon request.

Any information that cannot be disclosed to the employee and/or his/her representative at the time the proposal is issued shall not be used as support for the proposed action and final decision.

#### **Section J: Active Duty Status**

Except for employees on paid administrative leave, an employee shall remain in an active duty status, during the proposed notice period.

#### **Section K: Deciding Official**

The person proposing a disciplinary action shall not be the deciding official, except in those circumstances where the Department Director is the proposing official.

1. The deciding official may either sustain the penalty, reduce it or dismiss the action, but shall not increase the penalty. In cases of termination, the deciding official may remand the hearing officer's recommendation to the hearing officer with instruction for further consideration.
2. If the proposed action is sustained in whole or in part, the written decision shall identify the reason for the decision and shall describe whether the proposed penalty has been sustained or reduced, and inform the employee of his/her right to appeal or grieve regarding the decision, and the right to be represented. The final decision shall also specify the effective date of the action.

#### **Section L: Final Decision**

A Notice of Final Decision, dated and signed by the deciding official, shall be delivered to the employee on or before the date that the action is to be effective. If the employee is not in a duty status at that time, the notice shall be sent to the employee's last known address by certified or registered mail before the effective date.

If a final decision is grieved through the negotiated grievance procedure, a written grievance shall be filed within fifteen (15) workdays of the receipt of the final decision, as provided for in Section E of this Article.

### **ARTICLE 40**

#### **UNIFORMS**

##### **Section A: Issuance of Uniforms**

Government issued property such as uniforms, badges and equipment should be used only for its intended purposes while employees are on official government business. Employee(s) issued uniforms are required to wear such uniforms while on duty. Female employees covered by this Agreement who normally receive uniforms shall be issued

industry standard work clothing designed for women. The Department of Public Works (DPW) agrees to pay for laundering/clean uniforms on a weekly basis.

The Agency agrees to furnish the bargaining unit employees, in positions designated under Section F of this Article, the uniform items listed below. Office and mailroom personnel shall be issued smocks and thin rubber gloves.

OPM (December every other year)	DPW (June annually)
5 pairs of pants	5 pairs of pants
5 short sleeve shirts	5 short sleeve shirts
5 long sleeve shirts	5 long sleeve shirts
1 pair of coveralls	1 pair of coveralls
1 pair Refrigerator coveralls	1 pair of Refrigerator coveralls
2 pairs of work shoes/boots (Steel or fiberglass toe protection, if required)	1 pair of work shoes/boots
1 jacket	1 jacket
1 long coat (Frigid weather coat)	2 pair Heavy Duty Gloves (no limit - as needed) Goggles (no limit- as needed)
1 summer cap	1 summer cap
1 winter hat	1 winter hat
1 pair of hip boots (If required)	2 packages of T-Shirts (3 to a pack)
Gloves and Goggles (No limits-as needed)	
1 set of Industrial rain gear (hat, jacket, pants and boots)	1 long coat
3 Smocks and thin rubber gloves for office and mail room personnel	2 sweaters(zip up front) 1 Set of Industrial rain gear (hat, jacket, pants, and boots)

OPM means the Office of Property Management.

Management agrees to replace the above items as set forth in this Article. Employees shall be measured each year at a time that allows the Agency to assure timely delivery of uniforms.

## **Section B: Employee Responsibility**

Employee(s) terminating employment will be required to return identification badges, cell phones, electronic equipment, uniforms and other government property in their possession, prior to receiving their final check. If an employee fails to return the above items, the District may deduct up to a maximum of two hundred fifty dollars (\$250.00), or if the value of the item(s) is greater than \$250.00, one-half the net amount of the final pay check(s) due, based upon the depreciated value of the item(s). Employees will be allowed to explain extenuating circumstances prior to monies being deducted from their final pay check. Employee seeking to provide such an explanation shall submit a written statement to the Department Director. Any deduction made from final pay under this

provision shall not waive the right of the employee to challenge the validity of the deduction or the right of the District to seek the return and/or additional reimbursement for items not returned by the employee.

#### **Section C: Measurements and Corrections**

Management shall work to ensure that accurate measurement of employees and correct sizes of uniforms are received by employees. Corrections needed on uniforms shall be completed promptly, after notice of the incorrect fit by the employee. Employee(s) shall provide notice of an incorrect fit, within 7 working days of receiving the new or replacement uniform. Corrections needed on uniforms shall be completed within thirty (30) days after notice of incorrect fit by the employee.

#### **Section D: Recommendation for Additional Uniforms**

The Union may submit in writing, to the Management of each department or agency, recommendations regarding uniforms. Management agrees to meet with a representative of the Union to discuss the recommendations made by the Union.

In addition to the items in Section A, Management may issue other uniform items deemed necessary. Labor-Management meetings may be utilized to assist in determining additional uniform needs in particular departments or agencies.

#### **Section E: Cooperation**

It is the desire of Management to provide uniforms on a timely basis, consistent with the Collective Bargaining Agreement. To this end, the parties agree to cooperate in the administration of this Article.

#### **Section F: Definition of Trade Positions**

For purposes of this Article, the following positions are designated to receive uniforms under this Article. Other positions may be designated, after consultation by the parties to this Agreement: All mechanics, plumbers carpenters, painters, boiler plant worker, maintenance worker, pipe fitter, welder, maintenance mechanic, vehicle operator, engineering equipment operator, mason, laborer, electrician, equipment repairer, Tools and Parts attendants, equipment specialists, locksmith, truck driver, roofer, HVAC and all helpers.

### **ARTICLE 41**

#### **IMPROVED BENEFITS**

Any employee covered by this Agreement shall automatically receive any benefits of any future legislation, ordinance or order which improves on non-compensation benefits

## ARTICLE 42

### ADMINISTRATION OF OVERTIME

#### Section A: Equal Distribution of Overtime

Overtime work shall be equally distributed among employees and appropriate specific arrangements for the implementation of this concept may be a topic at Union-Management Cooperation Meetings or Labor Management meetings. Specific employees' qualifications and emergency circumstances may be considered when decisions are made on which employee shall be called for overtime work.

#### Section B: Rotating Overtime

Management will solicit volunteers when overtime work is required. In the event a sufficient number of volunteers who are qualified to perform the job functions are not available, overtime work will be rotated based on seniority in the office or unit until each employee has been offered overtime. Instances of hardship shall be presented to the supervisor and shall be considered on a case by case basis.

#### Section C: Failure to Report for Overtime Work

An employee who fails to report for previously scheduled overtime shall be taken out of the overtime rotation cycle or overtime scheduling. The employee shall be placed back into the rotation after 30 days. This section does not preclude management's exercise of its rights to impose disciplinary action.

## ARTICLE 43

### DRUG AND ALCOHOL TESTING

Employees who hold a CDL license, as required by their positions, shall be tested for drug and alcohol in accordance with the U.S. Department of Transportation regulations. CDL employees who test positive for drug and/or alcohol use while on duty in accordance with U.S. Department of Transportation regulations, shall be disciplined in accordance with Article 39 of this Agreement and the chart of appropriate penalties listed below. This penalty chart does not apply to post-accident testing or testing because of damage to person or property.

Alcohol Use While on Duty	1 <sup>st</sup> offense	2 <sup>nd</sup> offense	3 <sup>rd</sup> offense
After a positive test result showing the following: · Drunkenness on duty in violation of the DOT regulations	Reprimand to Suspension for up to	Suspension for 20-30 days	Removal

· Alcohol use while on duty in violation of the DOT regulations	15 days		
<b>Use of Illegal Drugs: Unauthorized Use or Abuse of Prescription Drugs; or Positive Drug Test Result</b>			
After a positive test result showing the following: · Illegal drug use while on duty in violation of DOT regulations · Unauthorized use or abuse of prescription drugs in violation of DOT regulations	Suspension for 15 to 30 days	Removal	N/A

#### **ARTICLE 44**

#### **ICE MACHINES AND OTHER EQUIPMENT**

The Employer agrees to furnish and maintain water coolers and/or ice machines, and cups wherever and whenever necessary. The Employer agrees to service and keep all water coolers and/or ice machines and drinking water fountains in proper working condition.

#### **ARTICLE 45**

#### **NEW TECHNOLOGY AND EQUIPMENT**

##### **Section A:**

Whenever the Agency proposes to acquire or implement any mechanical device or technological change or system based upon new technology or new procedures that may adversely impact on employees in the bargaining unit, the Agency shall notify the Union in writing at least 60 days prior to implementation. Once bargaining is requested, the parties shall bargain as permissible by law.

##### **Section B:**

The Agency shall provide appropriate training for affected employees to acquire the skill and knowledge necessary for the new equipment or procedure. The training shall be held during working hours or during non-work hours, which will be paid at the overtime rate. The Employers shall bear the expense of the training.

**ARTICLE 46**  
**WORK RULES**

Employees shall be advised of verbal and written work rules which they are required to follow.

**ARTICLE 47**  
**REORGANIZATION**

**Section A:**

The Employer agrees to provide the Union with thirty (30) days notice of its intent to reorganize. The Union shall be allowed to bargain to the extent permissible by law, prior to implementation.

**Section B:**

The Union, upon written request, shall receive documents related to the reorganization that is relevant and necessary to the Union's performance of its role as exclusive collective bargaining representative.

**ARTICLE 48**  
**SUCCESSORSHIP**

This Agreement shall be binding upon the parties hereto. In the event of a change in the Agency, this Agreement shall be binding on the Agency's successor.

**ARTICLE 49**  
**SAVINGS CLAUSE**

In the event any article, section or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation, or by decree of a court or higher authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Upon issuance of such decision, the Employer and the Union agree to enter into negotiation for a substitute for the invalidated article, section or portion thereof.

## **ARTICLE 50**

### **DURATION AND FINALITY OF AGREEMENT**

#### **Section A: Duration of Agreement**

This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Code, 2001 Ed.). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30<sup>th</sup> day of September, 2013. Should either party desire to renegotiate, renew, or extend or modify this Contract, notice will be given in writing on or before March 31 of the year preceding the September termination date. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

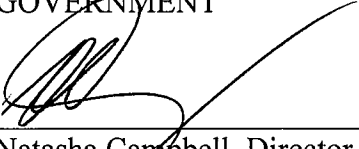
#### **Section B: Finality**

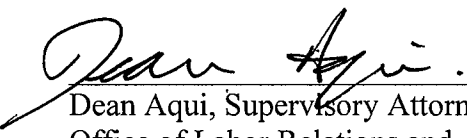
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.

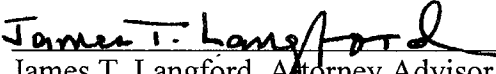


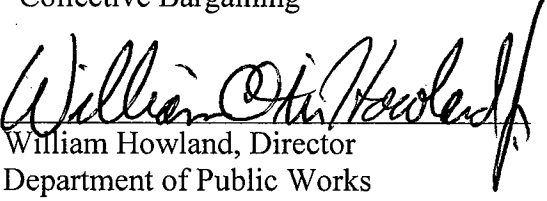
IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 6th day of October, 2009.

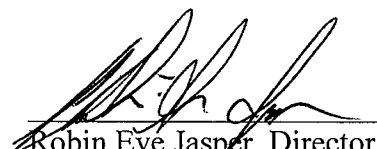
FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT

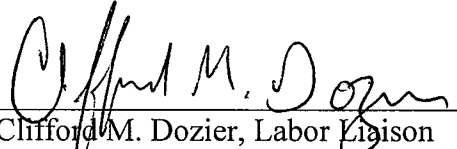
  
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Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

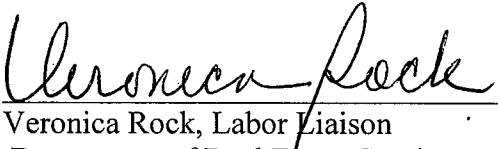
  
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Dean Aqui, Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

  
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James T. Langford, Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

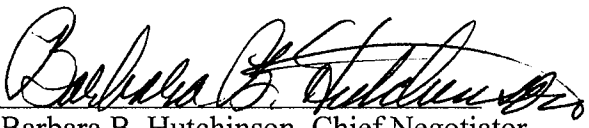
  
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William Howland, Director  
Department of Public Works


  
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Robin Eve Jasper, Director  
Department of Real Estate Services

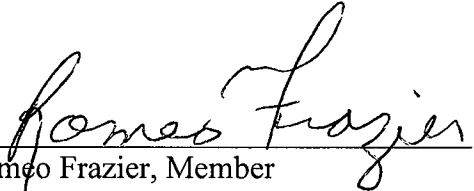
  
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Clifford M. Dozier, Labor Liaison  
Department of Public Works

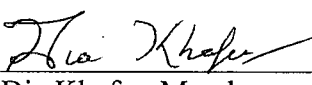
  
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Veronica Rock, Labor Liaison  
Department of Real Estate Services


FOR THE UNION, AMERICAN  
FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 631

  
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Barbara B. Hutchinson, Chief Negotiator  
AFGE, Local 631

  
\_\_\_\_\_  
Barbara J. Milton, President  
AFGE, Local 631

  
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Romeo Frazier, Member  
Negotiating Team, AFGE, Local 631

  
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Dia Khafra, Member  
Negotiating Team, AFGE Local 631

  
\_\_\_\_\_  
Arthur Jones, Member  
Negotiating Team, AFGE, Local 631

## APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees, Local 631, dated October 6, 2009, has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (D.C. Code, Section 1-617.15 (2001 ed.)) and is hereby approved this 13<sup>th</sup> day of May, 2010.

  
Adrian M. Fenty  
Mayor

Article 4

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF MOTOR VEHICLES

★ ★ ★



J. T. Langford

5.15.09

T. A.

MEMORANDUM

TO: Persons Issued Tickets While Operating Government Vehicles

FROM: *Lucinda M. Babers*  
Lucinda Babers  
Interim Director

DATE: April 9, 2007

SUBJECT: Adjudication of Parking Tickets Incurred During Government Service

The Department of Motor Vehicles revised its guidelines for adjudicating tickets issued to government and public service vehicles on March 20, 1994. Working with police agencies and other officials, the Department created exceptions to liability for some cars and trucks operated by government employees during the course of official government business. There are, however, still misunderstandings on the part of some employees about the range and scope of exceptions permitted for government and public service vehicles.

**There are no exceptions for citations that are issued for blocking traffic or for other activities that impact upon public safety.**

There also appears to be a misunderstanding about the proper use of the "Authorized Parking Permit" issued by the Department of Motor Vehicles.

- **The "Authorized Parking Permit" does not convert a private vehicle into an official government vehicle.**
- **Vehicles with private license plates cannot park free at meters, even if they do display an "Authorized Parking Permit", and such vehicles may not occupy parking spaces that are reserved for "Government Vehicles Only".**

The following "Guidelines for Exceptions" may be useful in helping government employees avoid tickets and other enforcement action:

1. Government Employees - District and Federal vehicles may be excused from parking infractions incurred during the course of urgent government business if there was no other legal space available, provided the parking violation did not block traffic or cause a safety problem.

Ex. 34

BBN 5/15/09

The defense of being a government employee on urgent business will not excuse the following violations:

- violation of no parking/standing anytime regulations
- rush hour violations
- blocking a crosswalk
- parking in a fire lane/fire hydrant
- loading zone violation
- parking in a bus stop or bus zone
- violation of school zone regulations
- parking on a sidewalk
- blocking a driveway or alley

S. T. Layton

2. Law Enforcement Vehicles – Law enforcement vehicles carry with them the presumption that their business is urgent. It is recognized that from time to time law enforcement duties require personnel to violate exceptions to established rules. In these cases hearing examiners weigh a respondent's violation against the duties the agent performs and makes a decision in consideration of the public interest.
3. Utility Vehicles – Utility vehicles are treated as though they were government vehicles. The actual work vehicle is treated in much the same manner as a law enforcement vehicle. For example, an electric repair truck may have to park in a bus zone because that is where the manhole to be re-wired is. A supervisor's car will, however, be held to the provisions of paragraph one. Government ticket writers will look for work cones to denote activity, and if work cones are not displayed, a citation can be issued.
4. Procedures for Adjudication – Each agency should designate one or two persons to review tickets issued to vehicles operated by their employees. Drivers may be held responsible for tickets that do not fall within government adjudication guidelines.

- Tickets that are disapproved by a Department's certifying official may be presented for a hearing by the individual driver, or else they should be paid. When citations are adjudicated by a hearing examiner and a respondent is found liable, the citation is expected to be paid.
- If a reviewing official believes that a ticket issued to a government vehicle falls within government adjudication guidelines described above, the completed file should be directed to the Government Fleet Specialist at Adjudication Services, 301 C Street, NW, Washington, D.C. 20001. An accompanying letter should be sent describing the nature of the driver's business, why that business was urgent, and what the driver did to seek out available legal parking space.
- It is important that a full explanation of the circumstances surrounding a ticket is presented when one is seeking an exception to liability. Vehicle operators who are denied processing under your Department's screening procedures may walk in for an in-person hearing at 301 C Street, NW on any business day between the hours of 8:30 a.m. to 4:00 p.m.

SBH 5/15/09

- The signature of your Department's certifying official should be on file at Adjudication Services. The person authorized to seek an exception for vehicles on a Department's registry should be known to our officials, as we can not process requests submitted by individual employees.

J. T. Langford

Agency, Division, Branch	Date - Week Ending:
Employee Name	Union Title
	Union

This form shall be administered in accordance with the Collective Bargaining Agreement, including representational functions of official time (Activity as identified in Article 8. [See Activity List on Reverse Side]. The union representative completes this form and the immediate supervisor will initial the last column. This form is not a time sheet and shall only be used to record the use of official time. Send original to the Office of Labor Relations and Collective Bargaining, with a copy to the supervisor and a copy to the union representative.

**REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):**

1	Investigation, receipt, preparation and presentation of grievances and safety issues
2	Labor-Management and safety committee meetings
3	Representation in arbitration, PERB, OEA, OHR and other applicable jurisdictional body
4	Attending meetings with Agency, Mayor, City Council, Congress or other official body
5	Posting Union notices on designated Union bulletin boards
6	Attending negotiation meetings as designated member of team or acting as alternate for absent member
7	Consulting with Agency or its representatives, other Union representatives, or employees, concerning enforcement of Agreement
8	To attend training or other activities to further the interests of improving the Labor-Management relationship
9	Travel to any of the activities listed above