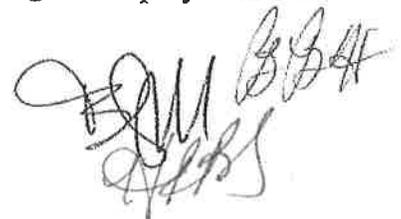


**MEMORANDUM OF AGREEMENT BETWEEN AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES AFL-CIO LOCAL 631 AND THE DISTRICT OF
COLUMBIA GOVERNMENT ON CHAPTER 16 DISCIPLINE**

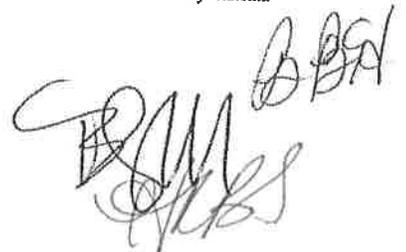
The American Federation of Government Employees, AFL-CIO Local 631 and the District of Columbia enter into this Memorandum of Agreement for the implementation of changes to Chapter 16 of the District of Columbia Municipal Regulations (DCMR).

1. The Union and the District agree that Article 39 of the current Collective Bargaining Agreement shall apply to discipline for all bargaining units for which the Union is the exclusive representative, supplemented by this Memorandum of Agreement.
2. The District agrees for the classes of conduct, set forth in 16 DCMR 1605.4, discipline shall be administered consistent with Article 39 of the current Collective Bargaining Agreement.
3. The District agrees in proposing discipline, the Union President shall be notified, in advance, of any 16 DCMR 1613.3 resolution conference(s) offered to an employee and the Union shall be offered the opportunity to attend and participate in the resolution conference(s). An employee's participation in a resolution conference shall be voluntary. The conference shall not be held, without the Union representative, if the Union requests to attend.
4. The District agrees, in disciplining an employee under 16 DCMR 1616.3, the Union President, at the same time an employee is given a summary disciplinary action, shall be sent a copy of the Agency head's summary action decision, with the reasons for summary action, included in the summary action decision.
5. The District agrees, when an employee is placed on enforced leave pursuant to 16 DCMR 1617, the Union President, at the same time the employee receives a notice of enforced leave, shall receive a notice of the decision to place the employee on enforced leave. The notice placing the employee on enforced leave shall include a statement notifying the employee of their



right to union representation and include the name and telephone number of the Union President.

6. A final decision on a proposed disciplinary action, where the employee is on enforced leave, where an employee is subject to summary action, corrective, and/or adverse action, excluding removals, shall be issued within forty-five (45) days of the employee's response to the proposed notice of discipline. For removal actions, the final decision shall be issued within forty-five (45) days of the issuance date of the Report and Recommendation of the Hearing Officer. The personnel authority may extend the forty-five (45) days for good cause; provided, however, that the union is advised of any request to extend the time, and of any such extension. If the proposed discipline is not upheld, reduced, or revoked, for an employee on enforced leave, the employee's leave shall be restored in sixty (60) days.
7. The District agrees, for employees placed on administrative leave under 16 DCMR 1619.4, the Union President shall receive a copy of any notices, at the same time the employee receives an extension notice, extending the time an employee is placed on administrative leave, including the reasons for the extension of time.
8. The District agrees, for employees for whom discipline has been proposed, an employee shall receive four (4) hours of administrative leave to respond to a corrective action and ten (10) hours of administrative leave to respond to an adverse action. The employee need not take the time consecutively, but must request approval of the time from the immediate supervisor. Such a leave request shall be granted, unless emergency conditions prevent granting the leave.
9. The District agrees the time period for an employee's response to a proposed summary disciplinary action and a proposed disciplinary action, for an employee on enforced leave, shall be governed by Article 39, Sec. H.

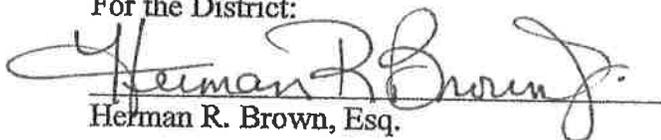


10. The District and the Union agree discipline for offenses concerning alcohol and controlled substances of any kind shall be administered in accordance with the Memorandum of Agreement Between the American Federation of Government Employees, AFL-CIO Local 631 and the District of Columbia Government on the Implementation of the D.C. Personnel Manual, Chapter 4 Suitability dated October 5, 2015, attached as Appendix A hereto.

11. In addition to the provisions in Article 39, Sec. K, in imposing any corrective or adverse action the Deciding Official shall consider each Douglas factor in arriving at a penalty for the offense.

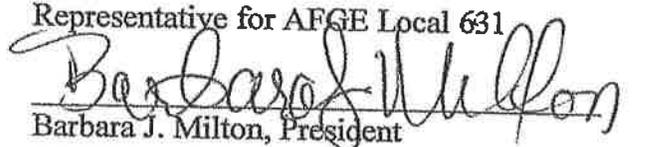
This 11th day of May, 2016.

For the District:


Herman R. Brown, Esq.

For the Union:


Barbara B. Hutchinson
Representative for AFGE Local 631


Barbara J. Milton, President
AFGE Local 631



MEMORANDUM OF AGREEMENT BETWEEN THE AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 631 AND THE DISTRICT OF
COLUMBIA GOVERNMENT ON THE IMPLEMENTATION OF
THE D.C. PERSONNEL MANUAL, CHAPTER 4 SUITABILITY

1. The District of Columbia agrees for all bargaining units, which are subject to DPM Chapter 4, Suitability, represented by the American Federation of Government Employees, AFL-CIO, Local 631, the collective bargaining agreement in effect for the Union's bargaining units shall govern all procedures for drug and alcohol testing and all procedures for discipline, including removal.
2. Upon request, the District of Columbia agrees it shall provide to the President of AFGE Local 631, annually, a list of bargaining unit positions designated as safety-sensitive and a list of bargaining unit positions designated security sensitive.
3. The District of Columbia agrees, for the Union's bargaining units, the enhanced suitability screenings shall apply to positions which meet the criteria set forth in 4 DPM Secs. 409 through 412. The District agrees screening for traffic check will be conducted on safety sensitive and security sensitive positions for which driving a vehicle is a required duty under the position job description.
4. The District of Columbia agrees employees in safety sensitive and security sensitive positions shall not be required to waive any rights the employees are guaranteed under the laws of the District of Columbia and the laws of the United States, including the right to privacy, in submitting to required screenings under the enhanced suitability screening program.
5. The District of Columbia agrees that information, acquired during a suitability screening, which cannot be provided to an employee, may not be used in reaching a negative determination on an employee's suitability, under the enhanced suitability screening program.
6. The District of Columbia agrees that an employee, involuntarily, temporarily promoted and/or temporarily assigned into a position requiring an enhanced suitability screening, who is determined to be disqualified for the position based upon the enhanced suitability screening, shall be returned to the employee's non-covered position.
7. The District of Columbia agrees bargaining unit employees, in safety sensitive and security sensitive positions, who receive a negative suitability determination shall be assigned to a non-covered position, in the agency, in accordance with DPM Sec. 400.4.

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Appendix A

[Handwritten signatures and dates: 10/1/15, 10/15/15]

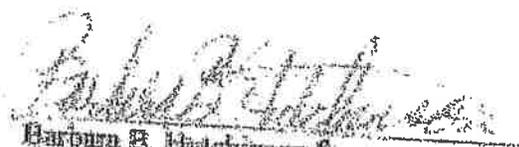
8. The District of Columbia agrees bargaining employees who receive a negative determination which results in removal shall be disciplined under the procedures of Chapter 16 and/or the disciplinary articles of the Union's current collective bargaining agreement.

9. The District of Columbia agrees bargaining unit employees, who receive a negative screening determination and are removed, shall have the right to file a grievance under the applicable collective bargaining agreement or with the Office of Employee Appeals, within thirty (30) calendar days of receipt of the negative determination. A grievance filed, under the applicable collective bargaining agreement, may be filed at whatever step of the grievance procedure a resolution is considered possible.

10. The Union, upon written request, shall be provided copies of all compliance reports submitted by Program Administrators of an agency.

Signed and Agreed to:


Dean Aquil, Director
Office of Labor Relations and Collective
Bargaining


Barbara B. Hutchinson for
American Federation of Government
Employees, AFL-CIO, Local 631


Barbara J. Milton, President
American Federation of Government
Employees, AFL-CIO Local 631