

MASTER AGREEMENT

BETWEEN

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCALS 383, 2737, 2741, 3406, 3444 AND 3871

AND

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 1995

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PREAMBLE

This Agreement is entered into between the District of Columbia (hereinafter referred to as the Employer) and the American Federation of Government Employees, District of Columbia Locals (hereinafter referred to as the Union).

The Employer and the Union recognize the need to provide efficient service to the public and to maintain and increase the quality of service. Both parties further agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations. Each party declares without reservation the contents of the Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during the term of this Agreement, unless provided for elsewhere in this Agreement or such proposal is entertained by mutual agreement of the parties.

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

ARTICLE 1
RECOGNITION

The District of Columbia Government (Metropolitan Police Department, Office of Planning, Office of Energy, Department of Administrative Services, Department of Recreation and Parks, and Department of Human Services), pursuant to the appropriate Employer recognition, certifications of the Public Employee Relations Board (PERB) and its predecessor, the Board of Labor Relations, hereby recognizes for the purposes of collective bargaining the following American Federation of Government Employees, District of Columbia Locals: 383, 2737, 2744, 3406, 3444 and 3871.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1:

In the event any D.C. Government-wide rule or regulation or Department rule, issuance or policy is in conflict with this Agreement, the terms of this Agreement shall prevail.

SECTION 2:

Except in emergency situations, the Department will consult with the Union prior to implementing any Department-wide rule, regulation or policy which is in conflict with this Agreement.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

SECTION 1:

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

SECTION 2:

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

SECTION 3:

Because the Union is responsible for representing the interests of all bargaining unit employees without discrimination and without regard to Union membership, Management agrees to deduct a service fee from each non-Union member's bi-weekly pay, without written authorization. Upon the showing of the Local Union that sixty percent (60%) of the eligible employees in the bargaining unit for which it has certification, are Union members, the Department shall begin withholding, not later than the second pay period after this Agreement becomes effective and the showing of sixty percent (60%) is made, a service fee applicable to all employees in the bargaining unit(s) who are not Union members. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents (\$.05) per deduction per pay period. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall be implemented in accordance with procedures established by the Department and this Article. Employees who enter the bargaining unit where a service fee is in effect shall have the service fee or Union dues withheld by the appropriate Department after the sixty percent (60%) showing is made.

SECTION 4:

The service fee applicable to non-Union members shall not exceed the amount of the Union dues. Payment of dues or service fees shall not be a condition of employment.

SECTION 5:

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

SECTION 6:

The Union shall indemnify, defend and otherwise hold the Department harmless for any good faith errors, or omissions in carrying out the provisions of this Article.

SECTION 7:

When an employee is permanently separated from the bargaining unit, he/she will submit a request to have Union dues or service fee deductions canceled. Upon request, on a quarterly basis, Management will provide the Union with a list of names of bargaining unit members.

ARTICLE 4
UNION RIGHTS

SECTION 1:

- A. Officers, stewards, and all other official representatives are authorized to perform Union duties during duty hours and will suffer no loss of pay, no adversarial action, no retaliatory action or loss of any other benefits as a result thereof. Performance evaluations of an employee will be adjusted to accommodate the performance of these official duties.
- B. Officers and stewards shall not be denied the right to meet with employees or to act on behalf of employees in the bargaining unit.

SECTION 2:

- A. Presidents and their designee shall be granted reasonable official time to carry out their responsibilities as

authorized representatives of the Local. They shall not be denied official time except under conditions of unusual work necessity.

- B. Reasonable official time shall also be granted to other Local Union Officers and stewards to carry out their responsibility as authorized representatives of the Local.
- C. If Management denies official time to a Union representative, the representative will be notified, at the time of denial, when they will be released. If the release is delayed for more than twenty-four (24) hours, the Local President or designee may request that the Management Official state the denial and the reason for denial. Such statement will be provided in writing within two (2) work days.
- D. Labor-Management business shall include, but not be limited to the following:
 - 1. Preparation, investigation, and presentation of all grievances and appeals heard by the Agency, OEA, PERB, OHR, Personnel, Arbitration, etc.;
 - 2. Negotiations, consultations meetings and training involving Union representatives exclusively and/or between Union representatives and authorized Management officials concerning topics of interest to employees in the bargaining unit or subject which will enhance and improve labor-management relations;
 - 3. Representation on labor-management committees; and
 - 4. Other Union related matters such as assisting, investigating, researching regulations in conjunction with representational responsibilities.

SECTION 3:

The Union shall supply in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, which shall be posted on appropriate bulletin boards.

SECTION 4:

Employee representatives are authorized to perform and discharge labor-management duties related to representing employees in the unit.

A Union representative may be required to leave his/her assigned work area to transact permissible labor-management business. When it becomes necessary for an officer or steward to transact permissible labor-management business away from the

assigned work area during work hours, the officer or steward must request and receive permission from his/her immediate supervisor. If the immediate supervisor is unavailable, permission shall be requested from the next level Management official.

Before entering a work area other than his/her own, a Union representative shall request from the appropriate supervisor of his/her desire to visit or meet and confer with an employee in that work area. If the supervisor is unable to grant the request, the representative will be advised of an appropriate time to meet with the employee.

SECTION 5:

Management agrees to recognize the officers and duly designated representatives of the Union who are not employees and shall be advised by the Union of the names of its officers and representatives.

SECTION 6:

The Union will be consulted prior to any change in shift assignments of duly appointed stewards. The Union will be consulted prior to the organization of new shifts that would affect the members of the unit. The Union will have the right to select a steward for each newly organized shift. In the event a shop steward is detailed or reassigned, he/she will be given reasonable time to complete all pending matters in which he/she is involved.

SECTION 7:

Management agrees to inform all new or rehired employees to the Union's exclusive recognition and to have them introduced to their shop steward when they are assigned to a duty post. The shop steward will be given an opportunity to meet with the new employee.

SECTION 8:

During orientation of new employees or when new employees come on board, the Union president or his/her designee shall be granted up to one (1) hour for the purpose of informing employees of the Union's exclusive recognition, union benefits, and employee rights under the negotiated agreement as well as distribution of any Union related materials.

SECTION 9:

The Employer agrees, upon request, to notify the Union of new employees in the bargaining unit listed by organization unit with title and grade.

SECTION 10:

Upon request, the Employer agrees to provide the Union with a list in alphabetical order, of all employees in the Department. The list shall contain name, job title, grade, date of employment, job status, date of NTE for temporary/term employees, when applicable, and CBU codes.

SECTION 11:

Each Local shall notify the Office of Labor Relations and Collective Bargaining (OLRCB) in advance of Union sponsored training, with the names of the Union officials and stewards who are to attend. The Employer shall grant official time, up to forty (40) hours, for stewards and officers and up to eighty (80) hour each for the local president and one (1) designee from January 1 through December 31 of each year. It is understood that these hours pertain to the positions described and not individuals.

ARTICLE 5

LABOR-MANAGEMENT RELATIONS

SECTION 1 - CONSULTATION AND COMMUNICATION:

The parties agree that consultation and communication on working conditions matters should be maintained at all levels between the Union and Management.

SECTION 2 - LABOR-MANAGEMENT RELATIONS COMMITTEE:

A. The parties agree to establish a Labor-Management Relations Committee. Unless agreed to otherwise on a Departmental Basis, this Committee will be composed of five (5) Union representatives and five (5) Management representatives. Union and Management shall independently establish methods related to appointment and tenure of Committee representatives. The Committee shall meet quarterly or on an as needed basis mutually agreed upon. The parties shall provide an agenda five (5) working days prior to the scheduled meeting. The meetings will be co-chaired by one (1) Union and one (1) Management representative.

B. The Labor-Management Relations Committee may establish subcommittees as may be necessary and agreed upon by the Committee representatives. The Labor-Management Committee may make recommendations to the Department but shall have no authority to renegotiate, amend or otherwise alter this Agreement. The parties agree that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings.

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

SECTION 3 - LEVEL MEETINGS:

For the purpose of establishing open communications, upon request, Management will meet on an as needed basis to confer with or consult with the unit's Local Presidents or designated officials provided either party furnishes the other with an itemized agenda setting forth the topics of discussion five (5) working 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).

SECTION 4:

The Department Director may meet quarterly with Local President and the Executive Board in his/her Department provided either party furnishes the other an itemized agenda fifteen (15) working days prior to the meeting.

ARTICLE 6 EMPLOYEE RIGHTS

SECTION 1:

The Employer and the Union agree that all employees shall have the right to join, organize or affiliate with the Union or to refrain from any such activity. Except as expressly provided herein, the Comprehensive Merit Personnel Act (CMPA) or the District Personnel Manual (DPM), the freedom shall be recognized to extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Executive Branch, the D.C. City Council or other appropriate authority.

SECTION 2:

Employees shall be free from restraint, interference, coercion, or discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and the prosecution of grievances.

SECTION 3:

The parties agree that employees and Management shall maintain mutual respect. Therefore, to the extent possible, communication pertaining to employee guidance should be made in an atmosphere that avoids public embarrassment.

SECTION 4:

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

SECTION 5:

The terms of this Agreement do not preclude any bargaining unit employee from bringing matters of a personal concern to the attention of the appropriate officials of Management and/or the Union.

SECTION 6:

Employees may be granted administrative leave when requested to attend scheduled meetings with Management officials outside the Department, officials of the Executive Branch, the D.C. City Council, or other appropriate authorities.

The employee receiving such a request is responsible for immediately informing the appropriate Management official in advance of the request. The employee is also responsible for informing the official of its source, as well as submitting a written request.

SECTION 7:

Employees elected to Union office which takes them away from their employment with the Department may, at the written request of the employee and the Union at least thirty (30) working days in advance, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year. Contributions for continued benefits shall be paid by the Union.

SECTION 8:

A labor representative of the appropriate bargaining unit will be given the opportunity to be present at any examination of an employee by a Management official in connection with an investigation (1) if disciplinary action could result, and (2) the employee requests representation.

If a Union representative is not available, the employee will be given a reasonable amount of time to obtain representation.

Employees requested to reply to proposed disciplinary actions will be informed of their right to have present a Union representative or representative of their choosing if the employee so desires.

ARTICLE 7
CLASSIFICATION AND POSITION DESCRIPTION

SECTION 1 - CLASSIFICATION:

An employee may request a review of his/her classification in terms of title, series, grade or description with his/her supervisor. Such a request must be presented orally or in writing to the supervisor. If the review does not settle the matter, the employee may request a review through the D.C. Office of Personnel, using the District Personnel procedures.

Any appeal of a classification action shall be processed exclusively in accordance with the grievance procedure outlined in the District Personnel Manual.

SECTION 2 - POSITION DESCRIPTIONS:

Employees shall be furnished a copy of the description of the position to which assigned at the time of the assignment or upon request. An employee detailed or reassigned to an established position shall be given a position description at the time of assignment. An employee detailed to an unestablished position shall be furnished with statements of duties at the time of assignment to the detail.

SECTION 3:

If the Union is representing an employee or group of employees and needs a position description to facilitate the representation, the Union may request a copy(ies) of the position description(s) from the D.C. Office of Personnel. All requests must be submitted in writing, identifying the name(s), series, and grade(s) of position(s) requested.

SECTION 4:

The Union will be given the opportunity to review and consult on substantial changes in job descriptions prior to implementation.

SECTION 5:

When changes are made to a position description, the affected employee will be informed, prior to implementation.

SECTION 6:

When the phrase "other duties as assigned" is used in a position description, the phrase shall mean the employee(s) may be

assigned to other duties related to those listed in the position description.

SECTION 7:

The principle of equal pay for equal work will be supported in accordance with the provisions of D.C. Code Section 1-612.1 and applicable D.C. Personnel regulations and instructions.

SECTION 8:

Alleged violations of equal pay for equal work law shall be handled in accordance with law and procedures of the District Personnel Manual.

ARTICLE 8
MERIT STAFFING

SECTION 1:

The parties agree that merit promotion principles should be applied as prescribed in the DPM.

SECTION 2:

All vacancies in the bargaining unit shall be filled in accordance with the D.C. Office of Personnel Merit Staffing and Employment Plan.

SECTION 3:

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

SECTION 4:

All vacancy announcements will contain appropriate information specific to the position advertised.

SECTION 5:

When there are more than ten (10) qualified applicants for a position, and qualified applicants are excluded from the certificate, the Union shall be notified, and if requested, a rating panel shall be convened.

SECTION 6:

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

SECTION 7:

The Department agrees to notify the Union at least five (5) working days prior to the convening of the rating panel. The Union agrees to furnish the name of the Union representative appointed to the panel. Such Union representative must meet all conditional qualifications for panel membership as required by the D.C. Office of Personnel's Merit Staffing Plan.

SECTION 8:

Employees wishing to be considered for the vacancy(ies) will apply in writing to the appropriate Personnel Office.

SECTION 9:

Applicants will be evaluated based on established guidelines, and a list of best qualified candidates will be referred to the selecting official. If one candidate on the best qualified list is interviewed for the position, all candidates on the list shall be interviewed.

SECTION 10:

All applicants will be notified by the D.C. Office of Personnel of the action taken on their applications.

SECTION 11:

No employee may grieve non-selection unless there has been a procedural violation of the Merit Staffing and Employment Plan, as cited in this Article. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

SECTION 12:

In accordance with the Merit Staffing Plan, an employee is entitled to request the following information from the Personnel Office concerning any position for which he/she has applied pursuant to specific Merit Staffing announcement:

a. Any record of performance or supervisory evaluation not submitted by the candidate which was used in considering him or her for selection;

b. Whether he or she was found eligible on the basis of minimum qualifications;

c. The name of the individual selected; and

d. His or her categorical ranking.

Such requests must meet the criteria set forth in the Merit Staffing Plan.

SECTION 13:

Prior to the hiring or transfer of employees into specially funded term positions, the D.C. Office of Personnel will adequately explain all employment and funding contingencies of the position and will document such employment and funding contingencies on the Personnel Action Form 1 and provide a copy to the employee.

ARTICLE 9
CAREER LADDER

SECTION 1:

A career ladder is a series of positions in the same line of work with increase in difficulty from the entrance level to the level established as full performance. Employees may be promoted without further competition until reaching the full performance level when competition was held at an earlier stage. Management and the Union agree that career ladder promotion will be made only when:

1. Recommended by the appropriate supervisor;
2. The Employee meets the appropriate minimum qualifications, including selective factors. For example:
 - a. Time in grade requirement,

- b. Demonstrated potential for the skill involved,
- c. Demonstrated to the satisfaction of the supervisor, the ability to perform at the next higher level.

SECTION 2:

An employee may receive successive career promotions until he/she reaches the full performance level in a career ladder after meeting the qualifications requirements for each level. At grades above the journeyman level, positions are filled under competitive promotion procedures.

SECTION 3:

An employee in a trainee position may receive a career promotion upon satisfactory completion of the training period.

SECTION 4:

An employee who is an apprentice in a recognized trade or craft may receive career promotions through the various phases of his/her apprentice program, up to and including assignment to a journeyman position.

ARTICLE 10

DETAILS AND TEMPORARY PROMOTIONS

SECTION 1 - DETAILS:

- A. A detail is the temporary official assignment of an employee to a different position for a specified time period with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall at all times be considered the incumbent of his/her regular position.
- B. Details shall not be made as a means of retaliation or discipline. Nothing in this Agreement prevents the Department from detailing an employee to maintain and preserve the efficiency of the service or the health, safety or welfare of the Department.
- C. Details may be rotated among qualified employees.
- D. Details may be used for meeting temporary needs of the Department's work program and for on-the-job training. Details may be appropriately used to meet emergencies occasioned by, among other things, abnormal work loads, changes in mission or organization, unanticipated absence, or to complete special projects.

- E. Employees will be detailed to lateral positions in accordance with the time limits provided in the DPM.
- F. Employees detailed to work in a higher graded position shall be entitled to the pay associated with that position after undertaking the duties of the higher grade for a period of ninety (90) consecutive days. Therefore, beginning on the ninety-first (91st) day, the employee is entitled to acting pay as long as he/she remains in the detail.
- G. A record of all employee details or assignments to higher-graded positions in excess of thirty (30) working days shall be documented and placed in his/her personnel file. Notification of a detail or assignment shall be given to the affected employee as soon as practicable prior to the proposed detail.
- H. Any employee covered by this Agreement shall not forfeit any benefits to which otherwise entitled under this Agreement while on detail or assignment to another activity, provided, however, such employee will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.
- I. Employees on detail to a lower-graded position shall maintain the pay of his/her incumbent position.

SECTION 2 - TEMPORARY PROMOTIONS:

- A. A career employee may be given a temporary promotion to meet a temporary need. At the end of the specified period of time, the employee shall be returned to the same or comparable position from which the employee was temporarily promoted.
- B. Except in emergency circumstances, advance notice shall be given to the Union of temporary promotions of the Local Officers and Stewards. The notification shall include the position, title, grade, effective date, and location.
- C. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.
- D. A temporary promotion of more than 120 days shall be made in accordance with merit promotion procedures.

ARTICLE 11
SPECIALLY FUNDED POSITIONS

The Employer agrees, prior to the hiring or transfer of employees into specially funded positions, to adequately explain all employment and funding contingencies of the position and to

document such employment and funding contingencies on the Personnel Action Form 1 and provide a copy to the employee.

ARTICLE 12
TEMPORARY AND TERM EMPLOYEES

SECTION 1:

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

SECTION 2:

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

SECTION 3:

Employees appointed competitively to such term or temporary positions who have performed at a satisfactory level may be converted to permanent status without further competition, provided that the position vacancy announcement from which the employee was selected so stated.

ARTICLE 13
REASSIGNMENTS

SECTION 1:

Requests for reassignments may be made by an employee. Employees requesting reassignment within the same organizational unit or to other organizational units shall submit a request in writing, inclusive of the supportive reasons, to their immediate supervisor. The supervisor will respond to the written request in writing within fifteen (15) days. The notification periods in Sections 2 and 3 below will not apply to reassignments made pursuant to request.

SECTION 2:

If an employee is reassigned, he/she will be given advance notice of the reassignment except in cases of shortage or emergencies. If a reassignment involves relocation to a different facility or building, seven (7) working days advance notice will be

given to the employee, unless an emergency situation necessitates the reassignment. When an employee is reassigned, a personnel action will be prepared to initiate the action.

SECTION 3:

If a reassignment or relocation of a Union representative is planned, the Union President will be given a ten (10) day advance written notice provided that the Department has been notified that the employee listed is an authorized Union representative prior to reassignment.

ARTICLE 14
PERFORMANCE EVALUATION

The present system used to evaluate performance will continue in use until such time as the performance rating plan described in Title XIV of the CMPA is established.

1. Each Department shall ensure that each employee's supervisor discusses performance with him or her, employees shall be commended for good work and counseled where improvement is necessary; this shall be done in the course of day-to-day activities as the supervisor observes the employee's performance.
2. When the annual performance appraisal is issued by the immediate supervisor, a conference shall be held. The performance appraisal rating shall make allowances for job related factors beyond the control of the employee, mutually agreed to by the employee and the supervisor, which may have caused him or her not to have achieved a specific level of performance. Performance evaluations shall not be carried out in a retaliatory manner. At such conference, the supervisor will discuss the rating with the employee and describe how the employee can receive a higher rating.
3. Supervisors shall not ask employees and an employee shall not be required to sign incomplete or blank forms. Any alterations, changes, corrections, modifications, deletions or additions shall require the initials of the employee being rated. The employee shall, upon signing, receive a copy of the appraisal and be advised in writing of his/her appeal rights.
4. If an employee disagrees with his/her rating, then the employee may exercise his/her rights under relevant provisions of the DPM.

5. Employees who are alleged to be working at an unsatisfactory level will be given an opportunity to improve performance for a period of at least ninety (90) days. The employee and supervisor will develop a work plan that will enable the employee to improve his/her deficiencies.

ARTICLE 15
TRAINING AND UPWARD MOBILITY

The Employer and the Union recognize the need for cooperation in the areas of employee training and upward mobility.

SECTION 1 - INFORMATION:

The Department will assist employees in implementing individual career development plans by publicizing training programs and current training opportunities.

SECTION 2:

When information on training is received the Department agrees to post such information on bulletin boards.

SECTION 3 - RECORDS:

A record of satisfactorily completed training courses may be filed by each employee in his/her Official Personnel File.

SECTION 4 - IN-HOUSE TRAINING:

Training which is authorized and approved by the Department under the terms of this Agreement shall be conducted during duty hours where practicable. This does not apply to reading assignments given as part of training. The Department reserves the right to schedule training sessions. Multiple training sessions will not be scheduled to accommodate all duty hours. Nothing in this Article prevents an employee from choosing to participate in a training program on his/her own time. Shift employees shall not lose any monies because of training in accordance with the District Personnel Manual, Chapters 12 and 13.

SECTION 5 - MANDATORY TRAINING:

When the Department introduces new equipment into the work site which impacts upon the position and/or duties of an employee in the bargaining unit, the Department will provide necessary training.

SECTION 6 - OPTIONAL TRAINING:

a. Bargaining unit employees will be given an opportunity to apply for and participate in appropriate training and educational programs. Requests for training and educational opportunities shall be processed timely.

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

SECTION 7:

Subject to availability of training and educational funds, the Department may pay or help pay tuition for approved training offered outside of the Department.

SECTION 8 - LABOR REPRESENTATIVE TRAINING:

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

ARTICLE 16
CONTRACTING OUT/PRIVATIZATION

SECTION 1:

The parties agree that, the decision to contract out is a Management Right pursuant to applicable laws, regulations and policies.

SECTION 2:

It is agreed that issues regarding contracting out or privatization, are appropriate for Labor/Management meetings. The Department agrees to discuss such issues, as well as alternatives to contracting out or privatization (existing and future work) with the Union. The Employer agrees to consider existing resources, to consult with the Union, and further agrees to consider the views, recommendations, and suggestions offered by the Union. When requested by either party, Union proposals and Agency responses will be reduced to writing.

SECTION 3:

The Employer agrees to give the Union at least thirty (30) days advance notice, except in emergency situations, of the intent to contract out work which has not previously been contracted out.

SECTION 4:

The Employer agrees to notify the Union at least sixty (60) days in advance of any contracting out actions which may displace any bargaining unit employees. The Employer agrees to minimize displacement actions by reassigning, retraining, restricting hiring, and taking other actions necessary to retain bargaining unit employees consistent with applicable laws and regulations.

SECTION 5:

When requested, the Employer agrees to provide the Union with current information on contracts within the Agency.

ARTICLE 17
REORGANIZATION OR REALIGNMENT

SECTION 1:

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

SECTION 2:

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

SECTION 3:

At least thirty (30) days prior to a Department's effecting a reorganization, the Department shall notify the Union in writing and shall provide the following information:

- a. A description of the purpose and nature of the changes;
- b. Organizational chart(s) existing and proposed;

- c. Mission and function statements existing and proposed;
- d. Staffing patterns existing and proposed; and,
- e. Any relevant information deemed necessary for consultation.

SECTION 4:

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

SECTION 5:

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

ARTICLE 18
REDUCTION IN FORCE (RIF) / FURLOUGHS

SECTION 1:

The Employer agrees to explore and consider possible alternatives prior to implementing a RIF/Furlough. When RIFs/Furloughs are under consideration the Union shall be notified and when possible given thirty (30) days to offer alternatives for further consideration. The City shall notify the Union of all alternatives considered, whether they have been accepted or rejected and on what basis.

SECTION 2:

The Employer agrees to immediately notify the Union in writing of the Mayor's intent to approve the conducting of a RIF/Furlough. Such notice shall be prior to a general notice to employees and will include:

- a. The reason for the action to be taken;
- b. The approximate number of employees who may be affected initially;
- c. The types of positions anticipated to be affected initially; and
- d. The anticipated effective date.

SECTION 3:

- A. The Employer further agrees to minimize the effect on bargaining unit employees to whatever extent possible through reassignment, retraining, or restructuring recruitment and any other means to avoid separation of employees in full compliance with all laws and regulations of the District of Columbia.
- B. Priority re-employment rights will be afforded to employees separated through reduction in force, prior to filling vacant positions of the same or similar job classifications, (except when the Employer fills positions through in-service placement action) in accordance with the District Personnel Manual (DPM).

SECTION 4:

Once a RIF/Furlough is announced, employees will be granted time to update their personnel folders and provide any other information necessary for retention registers. The Employer will provide a memorandum to all employees instructing them to this and notifying them of what type of information should be provided to personnel.

SECTION 5:

Upon request, the Union shall be provided reports on positions filled by priority reemployment and any other positions filled.

SECTION 6:

The Unions shall be provided a copy of the relevant retention register. Prior to the effective date of a RIF, the Union shall at its option, meet with Management to resolve issues which may impact a bargaining unit employee. The Union in accordance with the collective bargaining agreement shall have the right to file grievances on unresolved issues.

SECTION 7:

The Employer shall implement reductions in force in accordance with Title 1, Chapter 6, Subchapter XXV of the D.C. Code (1981 ed.) and Chapter 24 of the D.C. personnel regulations.

SECTION 8:

Furlough days will not effect holiday pay or overtime pay.

SECTION 9:

The Agency and Union shall bargain on the impact of furloughs and RIF's.

SECTION 10:

Any alleged violation(s) of this Article and/or RIF procedures may be grieved in accordance with the negotiated Grievance Procedure or may be appealed to the Office of Employee Appeals (OEA).

SECTION 11:

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

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1:

Management and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, national origin, or other criteria prohibited and, to promote the full realization of equal opportunity through positive and continuing efforts. Complaints of discrimination are not subject to the grievance procedure and must be processed in accordance with the Equal Employment Opportunity Rules governing complaints of discrimination in the District of Columbia Government, 31 DCR 56. All employees shall be provided these rules.

SECTION 2:

Through the procedures established for Union-Management cooperation each party agrees to advise the other of equal opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in the Agreement and in the Employer's rules and regulations.

SECTION 3:

Management agrees to promote the Affirmative Action Program ensuring that:

- A. All personnel actions and employment practices are based on merit and fair and equitable treatment; and,
- B. Any complaints of, or known discriminatory personnel management policy, procedure or practice, shall be given prompt and fair consideration and corrected where found.

SECTION 4:

Upon request, the Employer shall provide the Local Presidents with a copy of the Affirmative Action Plan.

SECTION 5:

The Employer agrees that the Union may submit names of Employees for consideration for appointment as an EEO Counselor. The Union shall be promptly notified in writing of the name and telephone number of the EEO Counselor.

SECTION 6:

The name and telephone number of the EEO Counselor shall be posted on all bulletin boards.

SECTION 7:

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

SECTION 8:

Employees alleging discrimination or sexual harassment shall contact the Department's EEO Counselor for assistance in processing such complaints. EEO complaints are not grievable under the collective bargaining agreement.

ARTICLE 20
CONSULTATION AND COUNSELING

SECTION 1:

The parties recognize that alcoholism, drug abuse and emotional illness or other personal problems may cause excessive absenteeism, disruptive behavior, or directly affect an employee's

job performance. As such, the Department shall make best efforts to assist employees experiencing these conditions by referring them to the appropriate District Government counseling or treatment program.

SECTION 2:

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

SECTION 3:

If the employee refuses to seek counseling and/or there is not an adequate improvement in work performance and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action may be taken by the Department.

SECTION 4:

The Department may grant excused leave, in accordance with the DPM (i.e., annual leave, sick leave, advanced sick leave, or leave without pay), to an employee who accepts referral for the time he/she participates in a program. Such leave must be requested in advance.

SECTION 5:

To the extent available, the Department will post a notice describing the D.C. Government consultation or treatment program.

SECTION 6:

With respect to any programs or counseling attended by employees pursuant to this Article, the employee shall sign a release of information form to provide the Department or supervisor with information on the employee's attendance and adherence to the program or service.

SECTION 7:

Management reserves its right to take disciplinary action against employees. In appropriate cases, when an employee accepts a referral, Management will give due consideration to an employee's satisfactory attendance and/or conduct and/or improved job performance prior to initiating disciplinary action. Due consideration will be given to the recovery process. Management may also verify an employee's participation in a program or service prior to initiating disciplinary action.

ARTICLE 21
LEAVE ADMINISTRATION

SECTION 1 - APPLICATION OF LEAVE:

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

Any employee's request for immediate sick leave due to family sickness or death shall be answered immediately.

An advance request for a short leave of absence, not to exceed three (3) days shall be answered as soon as possible, or no later than twenty-four (24) hours after the request is submitted.

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

Employees shall be returned to the same grade and classification they held at the time the leave of absence was granted. However, if an employee is returning from an excused leave for educational purposes during which he/she has acquired the qualifications for a higher rated position, he/she shall not have lost any of his/her rights in being evaluated for a higher graded position.

SECTION 2 - CALL IN TIME

A. The Employer agrees that the request for leave shall not be unreasonably denied. However, the Union and employees recognize that workload and scheduling considerations will not always allow the grant of previously unscheduled leave requests. Employees are required to request leave for illness or emergencies at least one (1) hour before the start of their tour of duty and normally no later than two (2) hours after the normal reporting time.

B. All requests shall be called into the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee should call the Ward Office/ Facility Manager's Office. The supervisor receiving the call shall convey the request to the proper supervisor.

SECTION 3 - VACATION SCHEDULES:

The Employer reserves the right to determine the number of

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

SECTION 4 - PAID LEAVE:

A. ANNUAL LEAVE: Employees shall earn annual leave from the date of hire if the appointment is for ninety (90) days or longer. Employees shall be eligible to take vacation (annual leave) as of the first day of employment if the appointment is for ninety (90) days or longer.

Requests to use annual leave shall be submitted by the employee on Standard Form-71, Application for Leave, normally in advance of the date such leave is to commence. Leave may be used for personal business in hourly amounts.

1. Accumulation: Annual leave will be earned as follows:
(Based on full-time employment in a pay status)

- a. Less than three years service - 1/2 day each pay period.
- b. More than three years service - 3/4 day each pay period.
- c. More than fifteen years service - 1 day each pay period.

2. Annual leave may be accrued, however no more than 30 days annual leave may be carried forward into the next leave year unless any of the following conditions are met:

- a. to correct an Administrative error;
- b. when annual leave was scheduled in advance but its use denied because of exigencies of the public business; or,
- c. when the annual leave was scheduled in advance but its use was precluded because of illness or injury.

If at the end of any leave year an employee has annual leave in excess of the normal permissible carry over because of one or more of the above reasons, he/she shall not forfeit the excess. All restored annual leave

must be taken within two (2) years from the date of restoration. It is understood that all decisions relating to this matter are in the authority of the Office of Financial Management, D.C. Controller.

Employees shall receive a lump sum payment for all annual leave not used upon resignation, retirement or separation.

B. SICK LEAVE:

1. Call in and reporting time for request for emergency annual or sick leave shall be specified in the Article "Call In Time" of this Agreement.

2. Advance sick leave may be granted to permanent or probationary employees up to thirty (30) days. Employees requesting such leave must submit a satisfactory medical certificate.

3. Sick leave shall be granted to employees incapacitated by illness, for appointments with physicians, dentists, diagnostic examinations, x-rays or for any other purposes set forth in DPM Chapter 12. Employees shall request sick leave in advance when appointments have been previously scheduled for medical, dental or optical treatment.

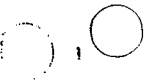
4(a) In accordance with Chapter 12B of the DPM, an employee may be required to furnish a satisfactory medical certificate to the Employer for any absence of more than three (3) days. When a physician's services are not used, the employee's signed statement and Form 71 may be accepted in lieu of the medical certificate if the Supervisor is assured sick leave privileges are not being abused.

(b) Such certificate for shorter periods can be required from employees proven to have abused sick leave privileges.

(c) An ongoing review shall be made of the employee's sick leave record. Once the employee has demonstrated an improvement in this use of sick leave, a notice rescinding the medical certification requirement shall be issued to the employee.

5. Employee shall start to earn sick leave from their date of hire, at the rate of one-half day each bi-weekly pay period, and shall accumulate sick leave as long as they are in the service of the Employer in a pay status.

6. Employees shall be credited unused sick leave by having such leave counted as time in service for retirement purposes. Sick leave for employees who terminate employment



other than by retirement shall remain to their credit for three (3) years.

C. MILITARY LEAVE:

Military leave shall be granted in accordance with Title XII of the Comprehensive Merit Personnel Act, D.C. Law 2-139.

D. COURT LEAVE:

Employees shall be granted leave of absence with pay any time they are required to report for jury duty or to appear as a witness on behalf of the District Government or the U.S. Government.

If an employee testifies in a non-official capacity on behalf of a private party, thereby having to take annual leave or leave without pay, he/she is entitled to the usual fees and expenses related to such witness service as provided by Court.

E. VOTING AND REGISTRATION:

Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

F. FUNERAL LEAVE:

1. Funeral leave not to exceed three (3) work days shall be granted to an employee in connection with the funeral of, or memorial service for his/her immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone, without loss of pay, charge to leave or credit for time or service, and without affecting his/her performance or efficiency rating.

2. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) of any employee, Annual Leave or LWOP will be granted.

G. OTHER (ADMINISTRATIVE LEAVE):

Duty time (administrative leave) may be granted for other purposes as provided by the DPM, or elsewhere in this Agreement.

SECTION 5 - UNPAID LEAVE:

A. Leave Without Pay (LWOP):

Leave of absence without pay for limited period may be granted for a reasonable purpose. Such leave shall be requested on SF-71 for an absence of eighty (80) hours or less and on the appropriate Department Form for an absence of more than eighty (80) hours. Reasonable purposes in each case shall be agreed upon by the employee and the Employer.

B. Union Business:

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the employee and the Union, be granted a leave of absence without pay. The initial leave of absence shall not exceed one (1) year. Leave of absence for Union officials may be extended for similar periods. No more than one (1) employee of the bargaining unit shall be on such leave at the same time.

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

C. TRAINING LEAVE:

After completing one (1) year of service, an employee, upon request may be granted a leave of absence for educational purposes. The period of the leave of absence may not exceed one (1) year but it may be extended at the Employer's discretion.

D. MATERNITY/ PATERNITY LEAVE:

Maternity/ Paternity leave before child-birth and following child-birth shall be granted at the request of the employee. Extensions of this period not to exceed a total of one (1) year shall be made for medical reasons upon proper certification. Extensions for non-medical reasons shall be at the option of the Employer. (NOTE: Maternity leave may be accumulated annual leave, sick leave, or leave without pay). Sick leave shall be requested and approved in accordance with Section 3B of this Article.

E. MILITARY FURLOUGH:

An employee who enlists or is ordered to active duty in the Armed Forces can claim restoration rights within ninety (90) days of release from active duty under honorable conditions.

The Department shall restore an eligible employee as soon as possible after he/she applies, but in any case it shall restore him/her within thirty (30) days after it receives his/her application.

ARTICLE 22
USE OF PRIVATE VEHICLES

SECTION 1:

A. To the extent possible, the Department may provide vehicles for the use of employees who need transportation to perform their duties.

B. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee may use either his/her private vehicle or public transportation.

SECTION 2:

A. Employees who use their personal vehicles in the performance of their duties shall be reimbursed at the rate provided in the Compensation Units 1 and 2 Agreement, consistent with Departmental rules and regulations. The Department shall reimburse employees for the actual cost of public transportation use consistent with Departmental rules and regulations.

B. Employees who use public transportation in the performance of their official duties shall not be adversely affected in the Department's evaluation. An employee's use of public transportation will not be used as an excuse for non-performance of duties.

SECTION 3:

The Department will make available to employees information concerning the procedures for, and the Department's role in the adjudication of parking violations received during the performance of official duties.

SECTION 4:

Employees shall not be required to operate government vehicles that are not properly registered.

SECTION 5:

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

ARTICLE 23
SAFETY

SECTION 1:

The Employer, the Union and the Employees shall work cooperatively to provide and maintain safe and healthful working conditions.

SECTION 2:

The Employer and the Union will cooperate in keeping each other informed of unhealthy and unsafe conditions in the work place.

SECTION 3:

An employee shall not be required to work in dangerous conditions until such conditions have been removed, remedied, rendered reasonably safe or adequate protection provided for the condition encountered. The Employer agrees that an employee will not be required to operate equipment that he/she is not qualified to operate, which by doing so might endanger himself/herself or other employees. The Employer shall ensure that equipment and work areas are maintained at a level to insure safe working conditions.

SECTION 4:

- A. The Employer agrees to furnish the appropriate protective clothing and equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment modifications to existing equipment for consideration by the Employer.
- B. Safety and protective equipment that is issued or made available by the Employer shall be worn or utilized, as the case may be, by the employees.
- C. The Employer will provide proper eye protection for all employees where duty responsibilities so require.

SECTION 5:

Employees shall report to Management when first aid kits need maintenance. Management shall be responsible for replenishing first aid kits.

SECTION 6:

The Union, the employee and the Employer will make every effort to prevent accidents of any kind. Should accidents occur,

Section B above for each level consistent with Personnel regulations.

4. Grades above the Full Performance Level positions shall be filled under the Merit Staffing Procedures.

SECTION C:

A joint Labor-Management Committee shall submit its recommendation to appropriate Departmental officials for review and approval. Upon departmental approval, the proposed Apprentices Program will be submitted to the D.C. Office of Personnel for review and approval consistent with applicable DPM regulations.

SECTION D:

There will be established a formal process of communication between employees and the Chief of Printing relating to issues involving the training process in the Division. Employees may at any time submit official suggestions or examples of Formal Training Programs to the Chief of Printing. The Chief of Printing shall consider all submittals and either reject them, put them into effect, or refer them (if necessary) to other officials of the Department of Administrative Service for further consideration.

however, a primary consideration will be the welfare of the injured personnel.

SECTION 7:

When it becomes known that an accident has resulted in a work injury, the Employer agrees to notify a Union representative promptly, and provide the injured employee with the proper Workmans Compensation forms/information, including but not limited to the workers hotline within 72 hours.

SECTION 8:

Transportation shall be provided if needed, to the nearest health facilities in the event of an injury requiring emergency medical treatment beyond immediate first aid.

SECTION 9:

The Employer is committed to providing safety training. Such safety training, (e.g., CPR and other first aid techniques) shall be provided to Union and Management volunteers by the Employer within six (6) months after the effective date of this Agreement. This training will be scheduled by the Employer in conjunction with each safety committee covered by this Agreement.

SECTION 10:

The Employer will provide upon request, the manufacturer's material safety data sheet concerning chemicals used at the Employer's facilities to the Union.

SECTION 11:

The Employer agrees to maintain clean and sanitary locker and lunch rooms and other related personal facilities. Employees are responsible for leaving such facilities in an orderly condition.

SECTION 12:

No employee will be required to perform duties involving hazards without first receiving sufficient training concerning the hazards, proper work methods, and the protective measurers and equipment to be used.

SECTION 13:

In the event of excessive temperatures or equipment failure, employees shall be reassigned or released.

Excessive temperatures are listed her for informational

purposes:

- 85 degrees Fahrenheit - 50% humidity (minimum)
- 86 degrees Fahrenheit - 47% humidity
- 87 degrees Fahrenheit - 45% humidity
- 88 degrees Fahrenheit - 42% humidity
- 89 degrees Fahrenheit - 40% humidity
- 90 degrees Fahrenheit - 37% humidity.

Any temperature above 95 degrees Fahrenheit during extremely cold weather conditions, the Employer agrees that affected employees, working inside building will be dismissed or relocated when the temperature in a particular building is below 65 degrees Fahrenheit.

Employees who are required to work outside shall not be required to perform those duties during period of severe inclemency.

SECTION 14:

A safety committee of three (3) representatives from the Union and three (3) representatives from Management, one (1) of whom shall be the Agency Safety Officer, will be established in the Agency. One (1) Management and one (1) Union representative shall serve as co-chairpersons. The Committee will:

- A. Meet once a month, or at the call of either co-chairperson to review special conditions which may develop.
- B. Conduct safety surveys and make joint recommendations to the appropriate administrator, through the safety officer. Final reports from the appropriate administrator shall be provided to the Safety Committee within a reasonable period on all matters initiated by the Committee.
- C. Coordinate the development and conduct of appropriate health and safety training programs. All training must be coordinated with the Office of Administration and Management.
- D. Consult with, and render assistance to the Agency safety officer upon request.

SECTION 15:

The Employer and the Union mutually recognize the need for protection of employees from assault and intimidation and will work cooperatively to obtain appropriate protective measures in this regard.

SECTION 16:

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

SECTION 17:

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

SECTION 18:

- A. The Employer shall provide full yearly physical examinations to all employees upon request of the employee, who because of the nature of their work may be exposed to biological or man made health risks.
- B. The Employer shall provide full yearly physical, hearing and optical examinations to all employees, who because of the nature of their work may suffer physical or optical damage.
- C. The examinations in A and B above shall be on official time and at no cost to the employee.

SECTION 19:

The Employer will institute measures to control the spread of occupationally acquired infectious diseases. The Employer will consider all patients and clients as potentially infected and will rigorously apply infection control precautions to minimize the risk of exposure to blood and body fluids of all clients and patients. Rubber gloves and other appropriate equipment will be provided to all employees who may be subject to exposure.

ARTICLE 24
CORRECTIVE AND ADVERSE ACTION

SECTION 1:

1. Corrective and Adverse Actions, as defined in Personnel regulations, may be imposed on employees only for cause, in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA) D.C. Law 2-139, as amended and the DPM.
2. Corrective and Adverse Actions will be appropriate to the circumstances, with due regard to the principles of progressive discipline in accordance with Chapter 16 of the DPM.
3. Employees may either grieve these actions through the negotiated grievance procedure or appeal them to the Office of Employee Appeals (OEA), but not both. Employees shall select either of these procedures in writing and once the selection is made, it cannot be changed. Adverse Action grievances shall be filed in accordance with Article 16, Section 5.

SECTION 2:

1. It is understood that correction and discipline by supervisors will be done in accordance with the circumstances so as not to subject the employee to unnecessary embarrassment, i.e., privacy.
2. An employee and the Union shall be notified in writing of any proposed disciplinary or adverse action within forty-five (45) days, no including Saturdays, Sundays, or legal holidays, after the date that the Employer knew or should have known of the act or occurrence.

In the event that the act or occurrence allegedly constituting cause for discipline is the subject of an ongoing criminal investigation, the 45-day limit imposed by the previous paragraph of this section shall be tolled until the conclusion of the criminal investigation.

The failure of the Employer to issue such notice shall preclude the discipline pursuant to the law.

Employees are also entitled to a written final decision of the proposed action within 45 calendar days of the date charges are preferred against the employee, except that in the event there is an ongoing criminal prosecution.

3. Employees requested to reply during investigative or proposal stages of a disciplinary action shall be informed of their right to have a Union representative present.

4. Employees shall not be required to write or sign incident statements in regard to possible disciplinary actions.
5. Employees shall be given a copy of the Report of Findings Determination made by the disinterested designee at the time of its issuance.
6. The removal of an employee during his/her probationary period is not grievable and shall be done in accordance with the DPM.

ARTICLE 25
HOLIDAYS

The District of Columbia Government Comprehensive Merit Personnel Act (CMPA) and the District Personnel regulations prescribe the procedures for legal public holidays for employees of the District Government.

1. As stipulated in D.C. Code, §1-613.2(a) (1987 Repl.), the following days are legal public holidays for employees of the District Government:

- a. New Year's Day, January 1;
- b. Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January;
- c. President's Day, the third Monday in February;
- d. Memorial Day, the last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, the first Monday in September;
- g. Columbus Day, the second Monday in October;
- h. Veteran's Day, November 11;
- i. Thanksgiving Day, the fourth Thursday in November;
and,
- j. Christmas Day, December 25.

2. January 20th of each 4th year starting in 1981, Inauguration Day, is a legal public holiday for the purpose of pay and leave of employees scheduled to work on that day. When January 20th of any 4th year falls on Sunday, the next succeeding day selected for public observance of the Inauguration of the President is a legal public holiday.

ARTICLE 26
IMPROVED BENEFITS

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

ARTICLE 27
PERSONNEL ISSUES

SECTION 1:

The Department, through the D.C. Office of Personnel, will continue to provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance, and assisting employees in preparing all necessary retirement papers. Further, to the extent training is available, the Department, in conjunction with the DCOP, shall continue to provide training on the retirement program, and shall ensure that notices announcing the program will be posted on appropriate bulletin boards.

SECTION 2:

The Department agrees that employees shall be directed to the appropriate Office of Personnel for such questions as: retirement, death benefits and disability compensation.

ARTICLE 28
SUPPLEMENTAL NEGOTIATIONS

SECTION 1:

Each of the Local's listed in Article One (1) of this Agreement is free to negotiate supplement agreements on working conditions not covered by this Agreement.

SECTION 2:

Any such supplemental agreement may include subjects such as, transfer of facility; uniforms; transportation of clients; etc.

SECTION 3:

Any such supplemental agreement shall be incorporated by reference in this Agreement and shall be enforced by Article 36 of this Agreement.



ARTICLE 29
WORK ON HOLIDAYS

SECTION 1:

In accordance with the DPM Chapter 12, for full-time employees whose basic workweek is Monday through Friday, if a legal holiday occurs on Saturday, the Friday immediately before is a legal public holiday and if a legal holiday occurs on Sunday, the Monday immediately following is a legal public holiday.

SECTION 2:

In accordance with the DPM Chapter 12, when a holiday falls on a regular weekly nonworkday of an employee whose basic workweek is other than Monday through Friday, the workday immediately before that regular weekly nonworkday is a legal public holiday for the employee.

The DPM issuance regarding the holiday schedule for the calendar year will be posted on the employee bulletin boards.

SECTION 3:

Except for emergency operations or continuous or shift operations, any necessary work performed on a holiday may be performed by qualified volunteers. If there are insufficient qualified volunteers to perform the work, the Department reserves the right to require employees to work on holidays.

ARTICLE 30
GRIEVANCE PROCEDURE

SECTION 1 - PURPOSE:

A. The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious and orderly adjustment of grievances. Grievances may be settled informally at any step of the process. Therefore, the parties or their authorized representatives have the authority to settle a grievance at any stage of the grievance procedure.

B. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an

employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and the Union representative to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

C. All time limits may be extended by mutual consent.

SECTION 2 - SCOPE:

A grievance is any alleged violation of this Agreement or applicable provision of the Compensation Agreement, or any misapplication or misinterpretation of Personnel rules, regulations or statutes that affect terms and conditions of employment. It is agreed that EEO complaints shall not be grievable.

SECTION 3 - PRESENTATION OF GRIEVANCES:

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

B. Grievances not responded to by Management in a timely manner may be advanced to the next level by the Union.

C. Categories of Grievances:

1. **PERSONAL** - A grievance of a personal nature requires the consent of the aggrieved employee at Step 2 of this procedure even if the Grievant is represented by his/her Union. In the case of an individual Grievant proceeding without Union representation, the Union must be given an opportunity to be present and offer its views at any meeting held to adjust the grievance.

2. **GROUP** - A grievance involving a number of employees in the unit may be filed at whatever step resolution is possible.

3. **UNION/CLASS** - A grievance involving employees in the bargaining unit may be filed and signed by the Union President or designee directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to bargaining unit employees. A class grievance must contain all information specified in Section 4 of the grievance procedure and the Administrator or his/her designee shall respond in writing within twenty-one (21) working days of receipt.

SECTION 4 - PROCEDURAL STEPS/PERSONAL AND GROUP GRIEVANCES:

A. STEP 1:

Grievances (except Adverse Action and Union/Class) shall first be taken up orally or in writing by the concerned employee or Union representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within twenty (20) work days from the date the employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the term of this Agreement, the Union shall have an observer present. The Employer representative shall communicate the decision within ten (10) working days from the presentation of the grievance. The Employer shall present a written response when the grievance is presented in writing and an oral response when the case is presented orally.

B. STEP 2:

If the matter is not satisfactorily settled at Step 1 of the presentation of grievance, the employee(s) or the Union representative may, within ten (10) working days, submit the matter in writing to the next level Employer representative. The Employer representative will meet with the Union representative and the aggrieved employee(s) within five (5) working days after receipt of the grievance. The Employer representative shall give the employee(s) and the Union her/his written response within five (5) working days after the meeting.

The grievance at this and at every further 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 occurred.
3. A brief description of how the alleged violation occurred.
4. The specific remedy or adjustment sought.
5. Authorization by the employee if Union representation is desired.

Should the grievance not contain the required information, the Grievant or Union representative shall be so notified and given fifteen (15) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the fifteen (15) day period shall void the grievance.

C. STEP 3:

If the grievance is not settled at Step 2, the employee(s) or the Union may within ten (10) working days forward the grievance to the Department Head for further consideration. The Department Head will review the grievance, consult with the employee(s) and the Union, and give the employee(s) and the Union his/her written answer within ten (10) working days after receipt of the grievance.

D. STEP 4:

If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration.

SECTION 5 - ADVERSE ACTION GRIEVANCES:

A. STEP 1:

A grievance which involves an adverse action, a removal or reduction in grade based on unacceptable performance shall be presented in writing by the concerned employee and the Union representative with the Agency Head within forty-five (45) calendar days of the final notice of action. The Employer will have fifteen (15) working days in which to answer the complaint in writing.

B. STEP 2:

If the matter is not satisfactorily settled at Step 4, the Union can invoke arbitration within twenty (20) working days of receipt of the Employer's decision at the Step 4 level.

The Union may, prior to the implementation of the penalty, request that the deciding official consider delay of the implementation of the decision pending the outcome of the arbitration. The Union and Management agree that such arbitrations will be scheduled and heard within 30 days after the Agency Head's decision to delay implementation. A withdrawal of the arbitration or delay in scheduling of such arbitration by the Union will result in the immediate implementation of the penalty. If the Agency Head denies the request to consider the delay of the implementation of the penalty, then Steps 1 and 2 of this Section shall apply.

SECTION 6 - UNION/CLASS GRIEVANCES:

STEP 1: The Employer and the Local President or his/her designee will meet within five (5) working days after receipt of the grievance to discuss the grievance.

STEP 2: The Department Head shall give the Local President his/her written response within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude

other party from attempting to settle such grievances informally at the appropriate level.

SECTION 7 - ARBITRATION:

A. SELECTION OF AN ARBITRATOR: The parties agree that a panel of arbitrators will be selected by the parties within thirty (30) working days of the signing of this Agreement to hear arbitrations. The panel will consist of seven (7) arbitrators who will be selected alternately to hear cases.

B. A committee of Union representatives and Management officials that are party to this agreement will meet quarterly to review the status of grievances, the selection of arbitrators and other issues related to this grievance procedure.

C. When mutually agreed by both parties, the following expedited arbitration procedures shall be used:

1. The arbitration will be held within thirty (30) working days of the request to arbitrate.

2. There shall be no stenographic record of the proceedings.

3. The hearing shall be conducted by the Arbitrator in whatever manner that will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make appropriate minutes of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing to be held within seven (7) days.

4. There shall be no posthearing briefs.

5. Time of Award - The award shall be rendered promptly by the Arbitrator and unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing.

6. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

D. The parties agree that arbitrations not heard under the expedited arbitration procedure will be scheduled and heard within ninety (90) days unless the parties mutually agree to extend the time limits.

SECTION 8 - GENERAL:

1. Witnesses shall be sequestered upon request of either party.
2. If either party desires a verbatim record of the proceedings, it may order such record. The party desiring the record shall make the record available to the other party and pay full costs of the transcript. Upon mutual agreement, the expenses may be shared.
3. The parties shall request that the arbitration award be in writing and set forth the Arbitrator's findings, reasoning and conclusions, within thirty (30) days after the conclusion of the hearing. Time limits may be extended by mutual agreement except in the case of expedited arbitrations.
4. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award.
5. The Arbitrator's award shall be binding upon both parties. Nothing in this Section prevents either party from appealing an award pursuant to the negotiated grievance procedure, in accordance with D.C. Code §1-605.2. Either party may submit the award for reconsideration by filing an Arbitration Review Request with the Public Employee Relations Board (PERB) within the time prescribed by law and regulation. Whenever an Arbitrator's decision is appealed, the decision shall remain in effect pending the outcome of the appeal process.
6. A statement of the Arbitrator's fee and expenses shall accompany the award. The fee and expense of the Arbitrator shall be born by the losing party. In cases where it is unclear whether or not a party has lost the case, the Arbitrator will make the determination.
7. Any dispute over the application of an Arbitrator's award, the Arbitrator shall retain jurisdiction.

SECTION 9 - APPEAL AND GRIEVANCE OPTIONS:

An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

For the purpose of this Section and employee shall be deemed to have exercised his/her option under this Section when the employee files a notice of appeal under the appellate procedure or files a grievance in writing under the negotiated grievance procedure.

UNION 10 - QUESTIONS OR GRIEVABILITY:

In the event either party should assert a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Any dispute of grievability or arbitrability shall be referred to arbitration as a threshold issue(s).

ARTICLE 31
MANAGEMENT RIGHTS

The Department shall retain the sole right, authority and complete discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the District in all aspects, including but not limited to, all rights and authority held by the Employer prior to the signing of this Agreement.

Such management rights shall not be subject to the negotiated grievance procedure or arbitration, unless specifically abridged and abrogated in a separate distinctive Article of this Agreement. The Employer retains the following rights, which in accordance with applicable laws, rules and regulations which in no way are wholly inclusive:

1. To direct employees of the Department;
2. To hire, promote, transfer, assign and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the District government operations entrusted to them;
5. To determine the mission of the agency, its budget, its organization, the number of employees and the number, types and grades of positions or employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices; and,
6. To take whatever actions may be necessary to carry out the mission of the District government in emergency situations.

ARTICLE 32
NO STRIKE OR LOCKOUT

SECTION 1:

Under the provisions of D.C. Code Section 1-618.5, it is unlawful to participate in, authorize or ratify a strike.

SECTION 2:

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

SECTION 3:

The Union agrees to disarm any strikes or any unauthorized concerted work stoppage or slowdown.

SECTION 4:

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

ARTICLE 33
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to negotiate a substitute Article, Section or portion thereof.

ARTICLE 34
DURATION

SECTION 1:

This agreement shall remain in full force and effect until September 30, 1995. This Agreement shall become effective upon the Mayor's approval in accordance with provisions of Section 1715 of the CMP. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision, or the offensive provision shall be deleted.

SECTION 2:

This Agreement shall automatically be renewed for a one (1) year period thereafter, unless either party gives to the other party written notice of intention to terminate or modify the Agreement one-hundred fifty (150) days and no later than ninety (90) days prior to its anniversary date. In the event that either party requests modification of any Article or parts of any Article, or the inclusion of additional provisions, only the related Articles and/or parts of the Articles shall be affected and unrelated Articles or parts of Articles shall continue in full force and effect.

SECTION 3:

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

SECTION 4:

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

Signed this _____ day of _____, 1994.

FOR THE EMPLOYER

FOR THE UNION

Debra McDowell, Director
D.C. Office of Labor Relations
and Collective Bargaining

David Schlein

David Schlein, National V.P.
American Federation of
Government Employees, AFL-CIO

Vincent Gray, Director
Department of Human Services
Services

Hugh Battle, President
AFGE Local 383

Carole Hill Lowe, Director
Department of Recreation
and Parks

Thomas M. Proctor
Thomas Proctor, President
AFGE Local 2741

Bruce Marshall, Director
Department of Administrative
Services

Sandra Addison
Sandra Addison, President
AFGE Local 3406

Chief Fred Thomas
Metropolitan Police Department

Ralph Bell
Ralph Bell, President
AFGE Local 3444

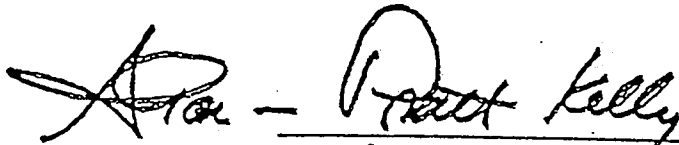
Al Dobbins, Director
Office of Planning and
and Energy

Paul Hart
Paul Hart, President
AFGE Local 3871

Claretta Carpenter
Claretta Carpenter, President
AFGE Local 2737

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees Locals 383, 2737, 2741, 3406, 3444 and 3871 dated _____ has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (§1-618.15(a), D.C. Code, 1987 Repl.), and is hereby approved this 12th day of September, 1994.



Sharon Pratt Kelly
Mayor

COLLECTIVE BARGAINING UNIT CODE DESCRIPTIONS

CBU CODE	UNIT DESCRIPTION	UNION/ LOCAL	COMPENSATION BARGAINING UNIT	DEPARTMENT/ AGENCY
BCA	Nonprofessional employees at the Detoxification Center for Alcoholics, ADASA.	AFGE 2737	1 & 2	DHS
BCB	Professional employees at Karrick Hall - Rehabilitation Residential Center, ADASA.	AFGE 2737	1 & 13	DHS
BCC	Nonprofessional employees at Karrick Hall - Rehabilitation Residential Center, ADASA.	AFGE 2737	1 & 2	DHS
BKA	Employees of the Printing and Reproduction Division.	AFGE 3406	1 & 2	DAS
BPA	All employees of the Office of Planning and Development.	AFGE 3871	1	Office of Planning
BPB	All employees in the Office of Energy.	AFGE 3871	1	Office of Energy
BPC	All employees in the mail room of Department of Administrative Services.	AFGE 3871	1	DAS
BHA	All employees in the Department of Recreation and Parks.	AFGE 2741	1 & 2	DRP
BMA	Wage grade employees of the Property Division and Fleet Management Division.	AFGE 3444	2	MPD
BBA	DS employees of Laurel, MD, in the Institutional Care Services Administration and Forest Haven excluding guards, teachers and instructors, and nurses, CSS.	AFGE 383	1	DHS
BBB	Guards at Laurel, MD, in the Institutional Care Services Division and Forest Haven, CSS.	AFGE 383	1	DHS
BBC	Teachers and Instructors at Laurel, MD, Institutional Care Services Division and Forest Haven, CSS.	AFGE 383	1	DHS
BBD	Nonprofessional employees of the Forensic Psychiatry Division, Mental Health Administration, CMHS.	AFGE 383	1	DHS

CBU CODE	UNIT DESCRIPTION	UNION/ LOCAL	COMPENSATION BARGAINING UNIT	DEPARTMENT/ AGENCY
BBE	Nonprofessional employees of Area B (Psychiatric Division) and Emergency Mental Health Services, Mental Health Administration, CMHS.	AFGE 383	1 & 2	DHS
BBF	Nonprofessional employees of the Youth Group Homes Branch, Youth Services Administration, CSS.	AFGE 383	1 & 2	DHS
BBG	Nonprofessional employees of Area C Community Mental Health Center, CMHS.	AFGE 383	1 & 2	DHS
BBH	Employees of the Developmental Services Center, Mental Retardation/Developmental Disabilities (MRDDA), CSS.	AFGE 383	1 & 2	DHS
BBI	Nonprofessional employees in the Community Care Services Division, Youth Services Administration, CSS.	AFGE 383	1	DHS
J	Nonprofessional employees of the Office of Planning and Evaluation, Research and Statistics Division.	AFGE 383	1	DHS
SED	All nonprofessional, nonsupervisory employees in CMHS, DHS, excluding nonprofessional employees of the Construction, Electrical, Mechanical, Preventive Maintenance, Garage and Fabric Care Sections.	AFSCME 2095 & AFGE 383	1 & 2	DHS
BBK	Nonprofessional employees of the Alcohol Drug Abuse Services Administration, CPH.	AFGE 383	1 & 2	DHS

DEPARTMENT OF ADMINISTRATIVE SERVICES AND
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3406
SUPPLEMENTAL AGREEMENT

ARTICLE I
BULLETIN BOARDS

SECTION A:

The Employer agrees to provide designated Bulletin Boards in appropriate work areas for the posting of material relative to the activities of the Union.

SECTION B:

Material posted must be readily identified as representing the Union. The Employer shall require the Union President to remove any posted material that fails to comply with provisions of Section C.

SECTION C:

Material must not contain any statement that could be construed to identify it as an official release of the District of Columbia Government. The contents of the material posted must be related to the activities of the Union. Material relating to partisan political matters or sectarian religious subjects may not be posted. Material must not contain derogatory or abusive statements on individuals.

ARTICLE II
EMPLOYEE COUNSELING PROGRAM

In addition to the regulations outlined in ARTICLE 20, Consultation and Counseling, of the Master Agreement, the parties agree that when troubled employees are identified, they are to be handled in a forthright manner with the agency's personnel administrative procedure. All records pertaining to the employee will be handled in the strictest of confidence.

ARTICLE III
PERSONNEL FILES

SECTION A:

An employee or his/her designated representative shall have the right to view his/her personnel file and, upon request, inspect or copy any document appearing in his/her official personnel file folder consistent with release of official information as prescribed in Title 31 of the Comprehensive Merit Personnel Act.

SECTION B:

The Employer will assist the employee or his/her representative (designated in writing) to obtain photo-copies of any such document.

SECTION C:

The right of employees pertaining to their official personnel files as stipulated in Section A and B above shall be extended to

apply to an employee's personnel file kept by the Printing Division.

ARTICLE IV
USE OF DISTRICT GOVERNMENT FACILITIES

SECTION A:

The Employer may approve requests for the use of District Government facilities for Union meetings during non-working hours. The Union agrees to exercise reasonable care in using such space and will leave it in a clean and orderly condition. When use of the facilities are to be scheduled after 4:15 p.m., the Union will request their use five (5) days in advance.

SECTION B:

The Employer agrees to provide a space for the Union stewards to meet in private with an aggrieved employee and for the maintenance of union records. This space may be used during breaks and at lunch. This space may not be used during duty hours unless with permission of the Division Chief.

ARTICLE V
OVERTIME ASSIGNMENTS

SECTION A:

The Employer agrees to assign overtime assignments on a fair and equitable basis.

SECTION B:

Each employee volunteering for overtime will be given the opportunity on a rotation basis, dependent on the skills required and those of the employee.

SECTION C:

A list of available personnel for overtime will be maintained by the supervisor and a copy provided to the Union President.

ARTICLE VI
HOURS OF WORK

SECTION A:

The basic forty (40) hour work week shall be Monday through Friday.

SECTION B:

The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to lunch and at the end of the work day.

SECTION C:

Employees detailed out of their sections for periods of one (1) day or less will be allowed a reasonable amount of time to put away equipment and personal property.

SECTION D:

The Bureau will provide two (2) paid fifteen (15) minute rest periods on each tour of duty, one for each four (4) hour period worked, as close to the middle of each four (4) hour period as feasible. Rest periods shall in no case immediately precede, or follow, the beginning or ending of the regular work day or meal period.

ARTICLE VII
APPRENTICE CAREER DEVELOPMENT PROGRAM

SECTION A:

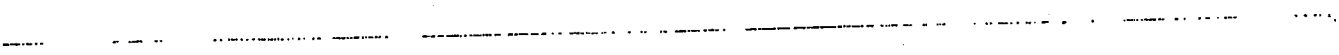
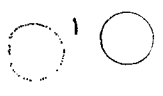
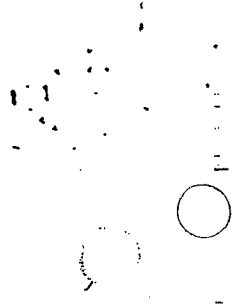
A joint Labor-Management Committee shall be established to develop recommendations for an Apprentice Career Development Program. This joint Labor-Management Committee shall consist of three (3) Union representatives and three (3) Management representatives. A Management and Union representative shall act as co-chairpersons.

The parties agree that the Apprentice Career Development Program should apply to a series of positions in the same line of work which increase in difficulty from entrance level to the level established as Full Performance by the Position Classification Standards of the D.C. Office of Personnel (DCOP).

SECTION B:

The Program Development Guidelines shall be as follows:

1. Employees in the Program may be promoted without further competition when competition was held at an earlier stage, until reaching the Full Performance Level.
2. The Employer and the Union agree that Apprentice Career Development Promotions will be made only when:
 - a. Recommended by the appropriate supervisor and approved by Management.
 - b. The employee meets the appropriate minimum qualification including selective factors, and has:
 1. Demonstrated potential for the skill involved.
 2. Demonstrated to the satisfaction of the supervisor, the ability to perform at the next higher level.
3. An employee in the Apprentice Career Development Program may receive successive Career Promotions until he/she reaches the Full Performance Level after meeting the qualification requirements of



Section B above for each level consistent with Personnel regulations.

4. Grades above the Full Performance Level positions shall be filled under the Merit Staffing Procedures.

SECTION C:

A joint Labor-Management Committee shall submit its recommendation to appropriate Departmental officials for review and approval. Upon departmental approval, the proposed Apprenticeship Program will be submitted to the D.C. Office of Personnel for review and approval consistent with applicable DPM regulations.

SECTION D:

There will be established a formal process of communication between employees and the Chief of Printing relating to issues involving the training process in the Division. Employees may at any time submit official suggestions or examples of Formal Training Programs to the Chief of Printing. The Chief of Printing shall consider all submittals and either reject them, put them into effect, or refer them (if necessary) to other officials of the Department of Administrative Service for further consideration.

