

A G R E E M E N T

between

DISTRICT OF COLUMBIA PUBLIC LIBRARY DISTRICT OF COLUMBIA
GOVERNMENT

and

LOCALS 877 AND 1808
District Council 20
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		
I	RECOGNITION	1
II	MANAGEMENT CLAUSE	2
III	EMPLOYEE RIGHTS	3
IV	DISCRIMINATION	4
V	UNION SECURITY	5
VI	SENIORITY	6
VII	PROBATIONARY EMPLOYEES	7
VIII	PROMOTIONS	7
IX	HOURS OF WORK AND SCHEDULING	11
X	PERSONAL CLEANUP TIME	12
XI	LEAVE	13
XII	HOLIDAYS	18
XIII	CORRECTIVE OR DISCIPLINARY ACTION	19
XIV	GRIEVANCE PROCEDURES AND ARBITRATION	21
XV	HEALTH AND SAFETY	24
XVI	DISABILITY COMPENSATION	26
XVII	TRAINING	26
XVIII	TRAVEL EXPENSES	27

XIX	PERSONNEL FOLDERS	28
XX	POSITION DESCRIPTIONS	29
XXI	PERFORMANCE EVALUATIONS/MEASURES	30
XXII	ACTING PAY	30
XXIII	REORGANIZATION AND/OR AUTOMATION	31
XXIV	CONTRACTING OUT	31
XXV	UNION/MANAGEMENT RELATIONS	31
XXVI	ATTENDANCE AT MEETINGS	34
XXVII	IDENTIFICATION DEVICES	35
XXVIII	STRIKES AND LOCKOUTS	35
XXIX	SAVINGS CLAUSE	36
XXX	PAST BENEFITS	36
XXXI	DURATION AND FINALITY	37
XXXII	INCORPORATION OF COMPENSATION AGREEMENT	39
	MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT OF COLUMBIA PUBLIC LIBRARY AND AFSCME LOCALS 877 AND 1808	39

PREAMBLE

Section 1:

This agreement is entered into, between the District of Columbia Public Library, hereinafter referred to as the Library, and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, District Council 20, Locals 1808 and 877 hereinafter referred to as the Union.

Section 2:

The Library and the Union recognize the need to provide efficient service to the public, and to maintain and increase the quality of service. Both parties agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith, and both parties agree that this agreement expresses the result of their negotiations and affirm without reservations the contents of this Agreement. Therefore, to assure the stability of the Agreement, no new provisions shall be proposed during its term, unless provided for elsewhere in the Agreement, or unless such proposals are entertained by mutual agreement of the parties.

Section 3:

Now therefore, in consideration of mutual covenants and promises herewith contained, the Library and the Union do hereby agree as follows:

ARTICLE I

RECOGNITION

Section 1:

The District of Columbia Public Library recognizes AFSCME, AFL-CIO, District Council 20 and its affiliated Local 1808 as the sole and exclusive bargaining representative of the non-supervisory library employees in the following job categories: librarians, library

technicians, library aides and clerks of the District of Columbia Public Library in the collective bargaining unit certified by the District of Columbia Board of Labor Relations, but excluding confidential and all other employees excluded by law from participating in collective bargaining.

Section 2:

The District of Columbia Public Library recognizes AFSCME, AFL-CIO, District Council 20 and its affiliated Local 877 as the sole and exclusive bargaining representative of all non-supervisory Regular Wage Service employees of the Buildings and Grounds Department, of the District of Columbia Public Library in the collective bargaining unit certified by the District of Columbia Board of Labor Relations, but excluding confidential and all other employees excluded by law from participating in collective bargaining.

ARTICLE II

MANAGEMENT CLAUSE

Section 1:

The Management has all the customary and usual rights and functions of Management, within the relevant provisions of the District of Columbia Public Library Procedural Manual, the District Personnel Manual and the Federal laws and other acts mandatory to the Library, except those rights and functions which are expressly modified by the written terms of this Agreement.

The Library is vested with, but not limited to, the following specific reserved rights, except as otherwise provided in this contract:

1. to direct employees of the agency;
2. to hire, promote, transfer, assign and retain employees in positions within the agency; to suspend, demote, discharge, or take other disciplinary action against, employees for cause;
3. to relieve employees from duties because of lack of work or for other legitimate reasons;

4. to maintain the efficiency of the Library operations entrusted to them;
5. to determine the mission of the Library, its budget, its organization, the number of employees, and the numbers, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty, the technology of performing its work, or its internal security practices;
6. to have the right to open, relocate and close any agency and the right to select a location for any agency; and
7. to take whatever actions may be necessary to carry out the mission of the Library in situations of emergency.

Section 2:

In view of the above, the Union recognizes decision making in the above named areas is the right of Management and that such decisions are not grievable unless specific violations of applicable rules and regulations are alleged.

ARTICLE III

EMPLOYEE RIGHTS

Section 1:

Each employee has the right to be dealt with in a fair and equitable manner in accordance with established policies and procedures of the Library and the D. C. or Federal Government, as applicable, including the provisions of this Agreement.

Section 2:

Each employee has the right to bring a matter of personal concern to the attention of an appropriate official of the Library and/or the Union, in accordance with established policies and procedures of the Library, including the provisions of this Agreement.

Section 3:

An employee who has brought a matter of personal concern affecting his/her employment to the attention of an appropriate official of the Library and requested a response will receive a response in a reasonable time.

ARTICLE IV

DISCRIMINATION

Section 1:

The Management will not discriminate in any way against any employee because of his/her membership or affiliation in or with the Union, or service in any capacity of behalf of the Union.

Section 2:

Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, age, marital status, personal appearance, sexual orientation, family responsibilities, sex, political affiliation, physical handicap, matriculation, or as otherwise provided by law.

Section 3:

The Management and Union agree to the principle of equal pay for equal work and shall jointly consider remedies for any violation of this Agreement.

Section 4:

It shall be the policy of the District of Columbia Public Library with any aspect of Library employment to prohibit sexual harassment, to prohibit retaliation for filing EEO complaints, to provide equal employment opportunity for all persons and to prohibit discrimination in employment.

Section 5:

Sexual harassment in all and any form is deemed to be a form of sexual discrimination and appropriate authorities and procedures are established in the Library by the Management to keep the work

sites free of sexual harassment in implementation of the Mayor's Order 79-89 of May 4, 1979.

Section 6:

The Management agrees to vigorously continue the implementation of its Equal Employment Opportunity Program as approved by the Director, D. C. Office of Human Rights. When vacancies arise on the Affirmative Action Committee, the Union may submit names to be considered for filling the vacancy.

ARTICLE V

UNION SECURITY

Section 1: Voluntary Membership

Employees in each bargaining unit covered by this Agreement are free to join or refrain from joining the Union. The terms and conditions of this Agreement and the representation by the Union shall be extended to all without regard to Union membership. No payment of dues or other fees shall be made a condition of employment.

Section 2: Dues Checkoff

The Employer agrees to deduct Union dues biweekly from the pay of employee members upon proper authorization. The employee must, complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of Council 20. The aggregate biweekly deductions for all employees shall be remitted biweekly together with an itemized statement to the Treasurer of Council 20, immediately after such deductions are made. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively. Union dues withholding authorization may be canceled upon written notification to the Union and the Employer within the 30 day period prior to the annual anniversary date of this Agreement. When Union dues are canceled, the Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3: Service Fees

In keeping with the principle that employees who benefit by the Agreement should share in the cost, the Union shall require that employees who do not pay Union dues pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deduction shall be allowed when the Union presents evidence that at least 60% of the employees in each local are members of the Union.

Section 4: Hold Harmless

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of deduction dues or other fees, the amount held to be improperly deducted from an employee(s) pay, and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE VI

SENIORITY

Section 1: Definition

Seniority means an employee's length of continuous service with the Library from his or her date of appointment. Employees hired on the same day shall use alphabetical order of surname in determining seniority. Approved leaves of absence shall not constitute a break in continuous service. An employee's continuous service shall be broken by voluntary resignation, discharge for cause, or retirement.

Section 2:

Seniority entitles the employee to certain considerations as specifically provided for in Article IX and Article XII of this Agreement:

ARTICLE VII

PROBATIONARY EMPLOYEES

Section 1: Probationary Period

As prescribed by the applicable District regulations, the probationary period is a one-year (1-year) trial period during which the employee must demonstrate his/her qualification and ability for the position. Probationary employees will be dealt with as prescribed by the applicable District regulations.

Section 2: Job Counseling

- a. Supervisors are urged to have periodic discussions with the probationer concerning his or her strengths and or weaknesses.
- b. A probationary employee may request conferences with his/her supervisor to discuss job performance, prospects for retention and related matters.

Section 3: Separation

- a. The probationary employee must be notified in writing, in a reasonable amount of time (e.g. two weeks) that he or she will be terminated during his or her probationer period, and the effective date of the action.
- b. Separation of a probationary employee is not a grievable matter.

ARTICLE VIII

PROMOTIONS

Section A: Merit Promotion Policy

Promotions in the Library are implemented under the procedures of the Library's Merit Promotion Plan except where superseded by this contract. The purpose of these procedures is to make possible the

selection by the Management of the best qualified applicants for vacancies in the Library.

Section B: Posting

Vacancies offering promotional possibilities shall be made known through published vacancy announcements which shall be kept open for a minimum of fourteen (14) calendar days. Such vacancy announcements shall be posted on bulletin boards designated for this purpose and shall include the following information:

1. Area of Consideration.
2. Title, service, series, grade, and salary or wage range.
3. Brief description of duties and responsibilities.
4. Position location and hours of duty including any special working conditions such as rotating shifts, weekend assignments, or required night work.
5. Condensed statement of the qualification requirements.
6. Method of applying for consideration, location where requests are to be submitted, and the date the announcement closes.
7. Statement of equal employment opportunity.
8. If the position being filled is one with known promotion potential, this fact will be stated in the announcement.

Copies of vacancy announcements offering promotional possibilities for the bargaining unit shall be provided to the Union.

Section C: First Consideration:

It is the policy of the Library to create promotional opportunity and to encourage promotion of qualified members of its staff through the Merit Promotion Plan procedures. In filling vacancies in the bargaining unit, and for vacancies offering promotional opportunities, first consideration shall be given to the staff members who apply and qualify. First consideration does not guarantee automatic selection.

Section D: Criteria

1. In filling vacancies offering promotional opportunity, the following evaluation criteria shall apply:
 - a. Scope and quality of experience
 - b. Education, as directly related to the position
 - c. Skills and knowledge

- d. Pertinent training and self-development
- e. Subject expertise
- f. In the event of a tie, the length of service shall be used and shall prevail.

2. The following shall serve as advisory information (not all inclusive) for the evaluation panel and/or selecting official:

- a. Supervisor's performance rating as related to the quality of work (annual performance evaluation)
- b. Candidate's time and attendance record

Section E: Reassignments

Reassignments of employees without change in grade and pay are effected by the Management in the interest of best operations of the Library and are not grievable, unless specific violations of applicable rules and regulations are alleged, under this contract. Employees are entitled to submit to the Management application for reassignment or to apply under competitive procedures for announced vacancies. When applying under competitive procedures for reassignment, employees will be listed separately on an evaluation panel certificate from those seeking promotion. In such situations the same criteria listed in Section D shall be utilized.

Section F: Hiring at the Entrance Level

Hiring of new employees at the entrance level is not covered by, or grievable under, the provisions of this contract.

Section G: Selection

The selection of candidates for announced vacancies shall be in accord with applicable laws.

Section H: Career Ladder and Upward Mobility Programs

The Library and the Union subscribe to the principles of career ladder and increased upward mobility. Management agrees to timely implement career ladder and upward mobility programs for the bargaining unit during the life of this Agreement. Management and the Union agree to meet and confer on the career ladder program.

Section I: Notices

An employee of the bargaining unit who makes application for an

announced vacancy shall be advised in writing as to the action taken in regard to that application within five (5) working days following the filling of the vacancy or other final action.

An applicant who is not selected to fill the announced vacancy shall be given upon his/her written request within five (5) working days, a written notice containing the following information:

1. Whether the employee was considered to fill the vacancy;
2. The criteria by which applicants were evaluated;
3. How the employee was rated and ranked, i.e., whether he/she was rated highly qualified, qualified, not qualified, his/her numerical ranking, and how the employee rated in each evaluation criteria;
4. Whether the employee was one of those in the group from which selection was made;
5. Who was selected for the promotion.

The notice of action taken in regard to an application shall also notify the employee of his/her right to the above information.

Section J: Non-Discrimination

Evaluation for promotions shall be made in a fair and equitable manner and in accordance with the principles of merit. No employee shall be discriminated against by reason of race, color, creed, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibility, physical handicap, political affiliation, or any other non-job related characteristic. Union membership and activity, or the absence thereof, shall not be considered in rating and ranking applicants for vacancies.

Section K: Evaluation Panels

An evaluation panel shall be appointed for those vacancies in the bargaining unit, and those vacancies offering promotional opportunities, for which bargaining unit members have applied and qualified. In addition, the Union shall be entitled to designate a non-evaluating representative on evaluation panels potentially conducive to promotion of bargaining unit members. At the consent of the bargaining unit applicant, the Union shall serve as a representative on the panel as an observer and shall receive the score and ranking of this bargaining unit applicant. The Union

representative shall not be present and entitled to the score and ranking of non-bargaining unit applicants.

Section L: Information Provided to the Union

Management shall provide the Union every six months with a complete list of all bargaining unit employees, containing the following information:

Name
Date of Hiring
Position
Location
Grade

Copies of all Official Personnel Issuances affecting bargaining unit employees, shall be provided to the President of the Locals.

ARTICLE IX

HOURS OF WORK AND SCHEDULING

Section 1:

Each regular work week consists of forty (40) hours of five (5) work days, Monday through Saturday, except in the case of continuous operation. Each work day shall consist of eight (8) consecutive hours to be interrupted only by a lunch (or dinner) break of at least thirty (30) minutes. (Forty (40) hours of work within a five (5) day work period of a regular week's work).

Section 2:

Weekend assignments shall rotate so as to be fairly and equitably distributed among employees.

Overtime assignments shall be fairly and equitably distributed among qualified employees, as determined by Management, at the Martin Luther King Memorial Library, Branches, Community Libraries, and Kiosk.

Buildings and Grounds schedules shall permit employees to have one Saturday off per month.

Section 3:

Staff members shall not be required to work more than four (4) consecutive hours without a break period of fifteen (15) minutes.

Section 4:

Work schedules showing the employee's shifts, workdays and hours shall be posted seven days in advance in designated areas.

Section 5:

Except in emergencies or staff shortages, employees will be given at least seven (7) days advance notice when his/her work schedule is to be changed.

Except in emergencies when an employee is to be permanently reassigned from one worksite to another, he/she will be given at least a seven (7) day advance notice. The Library will also furnish the employee the reasons for the new assignment or change in work schedule.

Section 6:

Except in emergencies, the Union shall be notified fourteen (14) days prior to implementation of new work schedules for the bargaining unit.

Section 7:

The existence of emergency conditions is determined by the Library or the D. C. Government and where time permits, the Union will be informed of what constitutes the emergency.

ARTICLE X

PERSONAL CLEANUP TIME

Wage Grade employees who need personal cleanup time at the end of a shift may be granted up to fifteen (15) minutes for this purpose.

The current practice used in excusing Local 1808 employees to cleanup will continue.

ARTICLE XI

LEAVE

Section 1: Paid Leave

A. Annual Leave - Vacations

1. Annual Leave will be earned as follows:

(based on full-time employment in a pay status)

a. Less than 3 years service - 4 hours each pay period;

b. More than 3 years service, but less than 15 years service - 6 hours each pay period, with an additional 4 hours in the 26th pay period;

c. 15 years service - 8 hours each pay period.

2. Annual leave may be accrued and accumulated in accordance with existing regulations. However, normally no more than thirty (30) days annual leave may be carried forward into the next leave year. Any accrued annual leave remaining to an employee's credit at the end of the leave year in excess of thirty (30) days shall not be forfeited if one of the following three conditions are met:

a. To correct an administrative error;

b. When the annual leave was scheduled in advance but its use denied because of exigencies in the public business;

c. When the annual leave was scheduled in advance but its use was precluded because of illness or injury.

3. Vacation schedules shall be determined on the basis of the employee requests and needs of the Library. The vacation schedules will be posted as early in the leave year as possible. It should provide for vacations on a staggered basis, when possible during the months of April through September. Scheduled conflicts in vacations will be resolved by the application of seniority. Once vacation schedules are posted changes may not be made, except by mutual agreement of the parties concerned or in case of emergency.

B. Application for Leave

Except for previously scheduled vacations and emergencies, any request for leave of absence in excess of three (3) days should be submitted in writing five (5) days in advance by the employee to his/her immediate supervisor or designee. The supervisor or designee shall respond to the request within two (2) days.

The request shall state the length of time off the employee desires.

Requests for three (3) days or less should be requested one (1) day in advance. The supervisor shall respond to the request within one (1) day.

Call in for emergency annual leave should be at least one (1) hour before the start of the scheduled shift, and will state the reason for the requested leave and the expected duration.

A grace period up to fifteen (15) minutes prior to the start of the scheduled work shift may be granted.

C. Funeral Leave for Military Death

Funeral leave not to exceed three (3) work days shall be granted to an employee in connection with the funeral or memorial services, for an 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. For this purpose immediate relative is defined as a spouse, and parents thereof; children, including adopted children, and spouses thereof; parents, brothers, and sisters of spouses thereof; and any person related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

D. Reserve Components

Members of reserve components of the armed forces are entitled to leave with pay for a maximum of fifteen (15) calendar days in any calendar year upon submission of the proper orders. Members of the D. C. National Guard, are entitled to unlimited military leave without loss of pay for all days of service for any parade or encampment which the D.C. National Guard, or any portion thereof, may be ordered to perform by the commanding General, but does not include time spent at weekly drills and meetings of the D. C. National Guard. Notwithstanding the above, additional military

leave with pay will be granted to members of a reserve component of the armed forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed twenty-two (22) days in a calendar year.

E. Court Leave

Employees shall be granted court leave with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District Government or the Federal or a State or Local Government, in accordance with personnel rules and regulations.

F. Voting Time

Leave for voting will be allowed in accordance with the personnel rules and regulations.

G. Civic Duty

Employees required to appear before a court or other public body on any matter in which they are not personally involved shall be granted a leave of absence with pay, unless paid leave is prohibited by Federal or District regulations or statutes.

H. Other

Administrative leave may be granted for adverse weather conditions and for other purposes as provided by applicable District Government regulations and under the provisions of this Agreement.

I. Sick Leave

1. Advanced Sick Leave

Advanced sick leave up to a maximum of 240 hours may be granted to employees in case of serious disability or ailment. Employees requesting such leave must submit a satisfactory medical certificate. All advanced sick leave requests will be given careful and fair consideration. Except in cases requiring additional medical certification, the turn around time for advanced sick leave requests will be within seven (7) work days.

A request for advance sick leave will be denied if there is a reason to believe that the employee will not return to duty or that he/she has abused the sick leave privilege in the past.

2. Regular Use of Sick Leave

a. Accrued sick leave shall be granted to employees incapacitated by illness. Call in for sick leave shall be within the first hour of the scheduled shift except in the case of the Building Engineers in Local 877 who are required to call in one hour before the beginning of their scheduled shift. A grace period up to fifteen (15) minutes prior to the start of the scheduled work shift may be granted.

Unless there is an understanding of the anticipated duration of the illness, an employee should call in daily during the absence. An employee may be required to furnish evidence acceptable to the Library for any absences of more than three (3) days. Certification from a physician for shorter periods can be required in cases of sick leave abuse, if the employee has been individually verbally counseled, and informed of the requirement in advance in writing. The Union steward may also verbally counsel the employee concerning the proper use of sick leave.

All requests for sick leave for medical or dental appointments which have been previously scheduled shall be requested at least five (5) days in advance whenever possible.

b. Accumulation

Employees shall start to earn sick leave from the date of their appointment at the rate of one-half day for each biweekly pay period, and shall accumulate sick leave as long as they are in the service of the Library.

c. Unused Sick Leave

Employees shall be credited without limit with unused sick leave by having such sick leave counted as time in service according to Civil Service regulations for retirement purposes.

Sick leave for an employee who terminated employment for reasons other than retirement shall remain to his/her credit for three (3) years.

Section 2: Leave Without Pay and Leave of Absence

A. Leave Without Pay

1. Leave without pay is an approved absence from duty in a non-pay

status. Eligibility for leave without pay is not dependent on a specific length of service and may be authorized whether or not the employee has annual leave to his/her credit. A grant of leave without pay may not exceed the duration of an employee's appointment.

2. Normally, leave without pay will not be approved unless there is definite expectation that the employee will return at the end of the period for which leave without pay has been requested.

3. The minimum charge for leave without pay is one (1) hour. All requests for leave without pay in excess of forty (40) hours must be submitted to the Personnel Department in accordance with prescribed procedures.

B. Leave of Absence

1. Leave of absence is normally granted in order to protect the length of service and benefit rights for an employee whose services might otherwise be terminated. It shall be requested one month in advance, except for emergencies.

2. Leave of absence without pay may be granted at the discretion of the Director or one of his/her designated representatives.

Examples of situations, but not limited to them, which may be proper for leave without pay are:

a. Educational purposes, if successful completion of the school or course would contribute to the work of the Library.

b. Recovery from temporary illness or disability.

c. Pending action by Civil Service Commission on disability retirement.

d. Employees elected to Union office or selected by the Union to do work which takes them from their employment.

Section 3: Maternity and Parenthood Leave

Maternity leave before and following childbirth shall be granted at the request of the employee. This period of absence for medical reasons should be determined by the employee and her physician, and the supervisor should be notified substantially in advance of the anticipated leave date. An employee may be required to furnish

evidence acceptable to the Library from her physician upon her return from maternity leave for medical reasons. Maternity leave for medical reasons is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay.

Leave for non-medical reasons in connection with parenthood may be requested by fathers and mothers and guardians. This leave is subject to approval by the Library and is chargeable to annual leave, leave without pay, or a combination of both.

Section 4: Family and Medical Leave Act

Family and Medical leave shall be granted in accordance with DPM Instruction No. 12-5 dated April 1, 1991, amended May 6, 1991.

ARTICLE XII

HOLIDAYS

Section 1:

The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Washington's Birthday	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25th

Section 2:

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. If a holiday is observed on an employee's scheduled day off, or the employee is on sick leave or vacation, he shall not be charged leave for the unworked holiday.

When a holiday falls on an employee's regularly scheduled workday in his basic work week, that workday is the employee's holiday. When a holiday falls on the employee's regular day off, the employee's holiday will be either the last preceding workday or the first succeeding workday to the regular day off.

ARTICLE XIII

CORRECTIVE OR DISCIPLINARY ACTION

Corrective and/or disciplinary action will be effected only for cause as defined by Chapter 16 of the DPM and may include the following:

Section 1: Corrective Actions

Corrective action shall include the following in appropriate circumstances:

1. Counseling (work related matters by immediate supervisor)
2. Oral Reprimand
3. Letter of Direction/Warning (Supervisor to employee)
4. Written reprimand (Supervisor to employee - copy to Personnel)

If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees. An employee issued a Letter of Direction or Warning may request periodic conferences with his/her supervisor for evaluation purposes. Such requests will not be unreasonably denied.

Section 2: Disciplinary Actions

Before issuing a notice proposing a disciplinary action, a careful inquiry into the facts and circumstances will be made (discussion with the employee(s) involved, careful review of records, reports and proper personnel procedures). Based on the inquiry, the employer will determine whether to institute disciplinary procedures. Disciplinary action shall include the following:

A. Suspension of fourteen (14) calendar days or less

An employee who is to be suspended for fourteen (14) calendar days or less shall be given an advance written notice of at least fifteen (15) full calendar days and shall have an opportunity to reply to the allegations against him/her. An employee's timely reply must be received within seven (7) calendar days from the date of receipt of the written notice. The reply will be considered before the decision is made.

The notice of decision shall be delivered to the employee at the earliest possible date. Notices of decision shall be in writing, be dated, and inform the employee of the reasons for the action and his/her right to appeal the decision using the prescribed steps of the Grievance Procedure including his/her right to representation by the Union or other person of his/her choice.

B. Suspension of more than fourteen (14) calendar days, furlough without reduction in rank or compensation and/or discharge.

An employee who is to be suspended for more than fourteen (14) calendar days, furloughed without pay, reduced in rank or compensation, or discharged shall be given an advance written notice of at least thirty (30) full calendar days and shall have an opportunity to reply to the allegations against him/her within ten (10) calendar days from the date of receipt of the letter. Exception to the notice period will be in accordance with the provisions of Chapter 16, Section 1615.1 of the DPM. The reply will be considered before the decision is made.

The notice of decision shall be delivered to the employee at the earliest possible date. In the case of removal or demotion, the employer shall deliver the notice to the employee at least five (5) calendar days before the action is to become effective, except in those cases referred to in Chapter 16, section 1615.1 of the DPM.

Notices of decision shall be in writing, be dated, and inform the employee of the reason for the action and of his/her right to appeal using the prescribed steps of the Grievance procedure including his/her right to representation by the Union or other person of his/her choice. When an employee is personally presented with advance written notice of a proposed disciplinary action or a notice of decision imposing a disciplinary action, the employer upon request of the employee, agrees to furnish him/her with an extra copy of notice. It is the responsibility of the employee to transmit this to his/her union representative or other person of his/her choice if he/she desires representation.

Section 3: Troubled Employees

No disciplinary action shall be taken against any employee for alcoholism, drug dependence or emotional disturbance unless the employer has met its obligation under the DPM and other District of Columbia Government regulations.

Section 4: Absence Without Leave

Absence without leave (AWOL) is any absence from duty which has not been granted or approved in accordance with established policy and procedure. AWOL may be made a basis for disciplinary action in accordance with the Penalty Chart in Chapter 16 of the DPM.

ARTICLE XIV

GRIEVANCE PROCEDURES AND ARBITRATION

Section 1: General Regulations

These procedures are designed to include a maximum of four (4) steps for the submission of a grievance and its appeal. These steps include immediate supervisor, unit/department head to Director, and arbitration (a unit-head is defined as division chief, agency head, etc.) All grievances, decisions, and appeals shall be submitted in writing (Step 2 and beyond) to the appropriate person, with a copy sent to the Personnel Officer.

All grievances concerning actions by Department Heads and all grievances involving personnel actions (i.e., actions implemented by the Head of the Personnel Department) are to be submitted directly by the Union at Step 3, and are handled by the Director or his designated representative.

If a grievance is submitted properly in accordance with the procedures prescribed below, and any District of Columbia Public Library Official fails to act thereon within the time limits prescribed, the grievant is entitled to take his/her complaint to the next step. Time limits may be waived by mutual consent of the grievant and appropriate presiding officer. The Personnel Officer should be so informed.

Failure of the grievant or the grievant's representative to present the grievance or appeal within the procedures and time limits prescribed below shall be considered as a waiver of the grievance.

Grievances involving alleged discrimination may be filed either under the District of Columbia regulations governing Equal Employment Opportunity, or the negotiated grievance procedure, but not both.

Both the grievant and the Library officials conducting hearings as provided for in these procedures may invite witnesses to testify in the hearings. All witnesses who are Library employees shall be on Library time when appearing at the hearing.

Grievance hearings shall be held during working hours. For the purpose of this Article, working days shall mean Monday through Friday. There shall be no reprisal against the grievant or witnesses.

Section 2: Procedure

Any employee of the District of Columbia Public Library who has just cause to believe that his/her rights under the working regulations of the District of Columbia Public Library as stipulated by this Agreement have been affected adversely shall be entitled to submit a grievance and have his/her grievance acted upon in accordance with the following procedures.

Step 1:

The employee, with or without the steward, shall present the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the action or the employee's knowledge of its occurrence. The supervisor shall respond orally or in writing to the employee or the steward within five (5) working days.

Step 2:

If the grievance is unresolved, it shall be presented in writing by the Union to the Unit/Department Head within five (5) working days.

A hearing will be conducted at the request of the Union or the Unit/Department Head. The Unit/Department Head shall respond within five (5) working days after receipt of the grievance, or after the hearing, whichever is appropriate.

Step 3:

If the grievance is still unresolved, it shall be presented in writing by the Union to the Director of the District of Columbia Public Library within five (5) working days after the receipt of the response at Step 2. A hearing will be conducted at the request of the Union, or the Director or his official representative. The Director or his/her official representative shall respond within five (5) working days after receipt of the grievance, or after the hearing, whichever is appropriate.

Step 4:

If the grievance is still unresolved, the Union may invoke arbitration by written notification to the Director of the Library or his/her official representative within fifteen (15) working days from the date of the receipt of the decision at Step 3.

Arbitration

Within seven (7) working days from the date of the request for arbitration, either party may initiate a request to the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list.

If they cannot mutually agree upon one of the listed arbitrators, then the Library and the Union will each strike one (1) arbitrator's name from the list of five (5) and then repeat this procedure.

The remaining person shall be the duly selected arbitrator.

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this agreement. The arbitrator shall be requested to render his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

Expenses for the arbitrator's service shall be borne equally by the Library and the Union. However, each party shall be responsible for compensating its own representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be produced and make copies without charge to the other party and to the arbitrator. Employee grievants shall be in a pay status while participating in arbitration proceedings during normal duty hours.

ARTICLE XV

HEALTH AND SAFETY

Section 1:

Management will make every effort to provide and maintain safe and sanitary working conditions and correct any violations of these standards. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safety practices and regulations.

Section 2:

Management will take precautions to ensure the health and safety of all employees. Where present danger exists, Management will take appropriate action to remove the danger and protect the health and safety of the employees. No employee shall be required to continue to work where present danger to health and safety exists.

The employer agrees to take necessary steps to ensure the safety of employees who are required to work alone. The Health and Safety Committee agrees to immediately review all present security/safety measures affecting these employees and to ensure that these procedures are known and carried out by all employees. Where necessary, the employer agrees to 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 3:

In case of injury sustained on the job, Management shall arrange for transportation for employees to the nearest public health service agency, or a health service facility.

Section 4:

Management shall provide all Library buildings with adequate, clean, safe and sanitary working facilities, in conformity with appropriate minimum standards.

Management shall follow the District Government regulations concerning the closing of buildings due to excessive temperatures or humidity, or breakdown of heating equipment.

Section 5:

Every two (2) years the Library will furnish six (6) uniforms, suitable for year-round wear, to employees of Local 877 who due to their duties are required to wear certain types of clothing. Employees issued uniforms are required to wear such uniforms while on duty. Maintenance and safeguarding of clothing is the responsibility of the individual employee.

The Library shall make available, upon request and where needed, smocks or protective garments for all library personnel.

Employees who separate from service with the Library are required to return all clothing and equipment issued to them, cleaned and in good repair.

Steel toe shoes shall be provided for appropriate employees in Local 877 and will be replaced when needed.

Section 6:

A Health and Safety Committee shall be established, comprised of six members, no more than five (5) representing management and no more than five (5) bargaining unit members appointed by the Union. The Committee shall identify unsafe working conditions and make recommendations concerning corrections needed to rectify these conditions. Management shall provide reports on any action taken on the matters initiated by the Committee.

Employees who have been identified by the Library as having been exposed to asbestos will receive annual health screening.

Section 7:

The Employer shall provide all employees who work on CRTs/VDTs or film editing equipment with ergonomically appropriate furniture and equipment, as budgetary limitations allow. Employees who work on CRTs/VDTs or film editing equipment shall be granted at least fifteen (15) minutes of other work every two (2) hours.

Section 8:

The parties agree to continue efforts to prevent violence in the workplace. Therefore, the parties shall develop a workplace violence protection program, with the cooperation of the Labor/Management Committee, that includes methods for identifying practices and environmental factors that may lead to violence, procedures for implementing controls that will reduce the risks for

violence, procedures to responding to violence if it occurs, and the provision of support to staff who have encountered violence.

ARTICLE XVI

DISABILITY COMPENSATION

Section 1:

Any employee who sustains a disabling job-related, traumatic injury is entitled to continuation of regular pay for a period not to exceed 21 days, subject to conditions and limitations of Title 23 of the District of Columbia Government Comprehensive Merit Personnel Act of 1978 (D. C. Law 2 - 139). Annual or sick leave or leave without pay may be used for periods of disability subsequent to the twenty-one (21) day period provided all legal requirements of D. C. Law 2-139 are fulfilled.

The Library shall extend to employees who have suffered injuries or occupational diseases on the job all benefits provided by Title 23 of D. C. Law 2-139.

Section 2:

Any employee who by reason of injury on the job is disabled and cannot perform his/her assigned duties, may, upon request, be granted up to 240 hours of advanced sick leave when other paid leave is not available to him/her.

Any compensation which the employee has received during the period of disability shall be reimbursed to the Library when disability compensation benefits begin.

ARTICLE XVII

TRAINING

Section 1: Training

Educational opportunities shall be made available for employees in the bargaining unit for job related courses. Employees also shall

be permitted to apply for tuition support for courses which have the potential to enable them to perform more effectively or which will facilitate upward mobility within the Library.

Section 2: Career Ladders

The Library and the Union recognize the need for cooperation in the areas of employee training, upward mobility and career development. Both parties subscribe to the principles of career ladders and promotion from within. Therefore, both parties agree to study and meet and confer in order to facilitate the Library's implementation of an upward mobility training career development program for members of the bargaining unit.

Section 3: Outside Training

The Library shall encourage and assist employees in obtaining career related training and education outside the Library by regularly collecting and disseminating current information on training and educational opportunities available elsewhere, and informing employees of any time or expense assistance the Library may be able to provide.

Section 4: Automation Training

Current employees required to perform automated functions shall be given the training that Management deems necessary at the Library's expense.

ARTICLE XVIII

TRAVEL EXPENSES

Management shall reimburse its employees for any expenses incurred for official travel according to D. C. Government travel regulations. Employees who have official approval to use their personal vehicles for Library business or for travel between agencies for official purposes shall be paid at the prevailing District Government rate according to D. C. Government travel regulations.

ARTICLE XIX

PERSONNEL FOLDERS

Section 1: Official Personnel Folders

a. The official files of all personnel within the unit covered by this Agreement shall be maintained in the Personnel Department.

b. Each employee shall have the right to request an appointment to examine the contents of his/her personnel file. If the request is made before 12:00 p.m. the employee shall be granted an appointment to view their file the same day. If the request is made after 12:00 p.m. an appointment will be scheduled within 24 hours of the request. The viewing of the file must take place in the Personnel Department with a Personnel representative present.

c. An employee shall have the right to answer any material filed in his/her personnel file and his/her answer shall be attached to the material to which it relates. A copy of all documents to be placed in the official personnel folder that have not already been signed or initialed by the employee will be furnished to the employee by the Personnel Department.

d. An employee shall be permitted to copy any material in his/her personnel file.

e. Upon written authorization by an employee, a Union representative may request an appointment to examine the employee's personnel file. If the request is made before 12:00 p.m., the Union representative shall be granted an appointment to view the file the same day. If the request is made after 12:00 p.m., an appointment will be scheduled within 24 hours of the request. The viewing of the file must take place in the Personnel Department with a Personnel representative present. The written authorization must be presented to the Personnel representative before the folder can be viewed.

Section 2: Temporary Employee Records

Immediate supervisors may maintain temporary employee records. One operating or work folder (supervisor's file, which is not a duplicate Official Personnel Folder) per employee will be the only such employee records authorized to be kept by supervisors. Such

records shall only be those necessary to insure efficient administration and effective supervision.

Section 3: Confidential Files

All confidential reports and documents (such as arrest reports, fingerprint records, etc.) shall be maintained in a confidential file apart from the official personnel folder. No person shall have access to such file without written authorization from the Director of the Library or his/her designated representative. This file must remain in the Personnel Department and all use must be under direct supervision of a Personnel Department employee. Every employee so documented shall be allowed to examine and copy his/her own particular file.

ARTICLE XX

POSITION DESCRIPTIONS

Section 1:

Each employee within the bargaining unit will be supplied with a copy of his/her position description. The employee will be informed of any changes in his/her position description and if the description is revised, shall receive a copy of the new position description.

Section 2:

The phrase "other related duties as assigned" means duties directly related to those of the position description.

Section 3:

The Library agrees to consult with the Union on bargaining unit position description changes which have a direct impact upon a significant number of employees in the bargaining unit.

ARTICLE XXI

PERFORMANCE EVALUATIONS/MEASURES

The parties agree that there is a need within the District Government to reengineer the workplace for greater efficiency, productivity, and public satisfaction with services. Ten (10) days from the effective date of this agreement, a Labor/Management Committee will be established. The Labor/Management Committee shall work with the Agency head to oversee the development of service area performance outcome measures, which may include a pay for performance/gain-sharing component. The Committee shall define the needs, goals, and objectives of such a component.

A Department team that consists of an equal number of labor and management representatives shall be formed. Department teams, with the aid of a program design consultant selected by the District, with the input of the Committee and other stakeholders, shall be responsible for developing an operational plan for the development of performance outcome measures and of the establishment of indicators and benchmarks to monitor development progress. The Committee shall collect appropriate data for tracking the progress of the teams and shall be responsible for evaluating the performance measure plans.

ARTICLE XXII

ACTING PAY

An employee shall receive acting pay when assigned to a higher graded position in accordance with the Library's Merit Promotion Plan. The acting pay assignment shall be documented and the documentation shall be placed in the employees Official Personnel file.

ARTICLE XXII

REORGANIZATION AND/OR AUTOMATION

The Agency shall notify and consult with the Union, in a good faith and timely manner, of any reorganization that affects the bargaining unit.

ARTICLE XXIV

CONTRACTING OUT

It is recognized that contracting out of work normally performed by employees covered by this Agreement is of mutual concern to the Library and the Union. Decisions regarding contracting out are areas of discretion of the Library or a higher Authority.

If the decision to contract out is made by a higher authority, once the Employer is officially informed, the Employer agrees to notify and consult with the Union. The Employer, however, agrees to notify and consult with the Union prior to contracting out.

ARTICLE XXV

UNION/MANAGEMENT RELATIONS

Section 1: Union Officials

Union stewards shall be designated by the Union and shall be recognized as the employee's representatives. The Union will supply the Library with lists of names, which shall be posted on appropriate bulletin boards. The Union shall notify the Library of changes in the roster of stewards. Employees of the respective locals may contact the steward concerning complaints and grievances during working hours but not for purposes of discussing other Union matters and provided that such contacts receive prior permission of the unit supervisors involved. In the event such contact requires the steward to leave his/her post of duty, he must first obtain the permission of the supervisor(s) involved before leaving his/her job site and before entering another. No steward or other official of

the Union will be allowed to take any action which would interfere with supervisory authority or responsibility. Informal discussions between supervisors and stewards are not prohibited, but such discussions must be at mutually agreeable times and places and conducted in such a manner as to avoid situations wherein the authority of the supervisor to act becomes subject to question by employees.

Persons serving as stewards for the Union shall be allowed reasonable time to represent employees concerning complaints and grievances, without loss of pay during duty hours.

A Union representative may use a private room to meet with an employee on a grievance, after obtaining permission from the MLK Librarian or the Branch Librarian. Such permission shall not be unreasonably denied.

The number of union stewards for Local 877 will not exceed seven (7) and for Local 1808 will not exceed eleven (11).

Union officials who receive temporary promotions to a supervisory position shall not act in the capacity of a union official in a grievance or other grievance related matters with management for the duration of such temporary promotions.

Representatives of the Union who are not employees of the Library will be allowed to visit employees during duty hours with prior approval of management.

Section 2: Union/Management Consultation Meetings

The representatives of the Management and the Union shall meet monthly to confer on matters affecting working conditions and other matters of mutual interest and concern. These meetings will not preclude others deemed necessary to consider emergency situations. None of the decisions reached at these meetings will alter this Agreement.

The Management agrees to permit no more than five (5) employees from Local 1808 and no more than three (3) employees from Local 877 to participate on the respective Union/consultation committees. As a general rule, no more than one employee from any designated work location is to participate in the Union consultations or conferences with the Management.

A brief summary of the topics discussed and agreement reached at Union/Management consultation meetings will be prepared by the Union and Management alternately.

Changes of policy affecting bargaining unit members shall be discussed with the Union at the Union/Management meeting prior to implementation. Where an emergency precludes the convening of a special Union/Management meeting, the Library shall notify the appropriate Union representative prior to implementation.

Section 3: Union Activities and Bulletin Boards

In accordance with meeting room regulations, the Union may hold membership and board meetings in the public meeting rooms of the Library. Supervisors and other management officials are not to attend such meetings unless they have been invited to attend.

The Library agrees to provide sufficient space on an existing bulletin board at each work site for posting of union business.

Choice of materials to be posted will conform to the following:

a. The Union must be readily identified in the material. The material must not contain any statement that could be construed to identify it as an official release of the Library or of the District Government, or to imply that it has been endorsed unless such endorsement has been given. The endorsing authority and date of endorsement must be shown.

b. The contents of the material must be related to the activities of the Union. Material related to partisan political matters or sectarian religious subjects may not be posted. Material posted may not contain personal attacks on individuals but may contain objective statements or opinions, favorable and unfavorable, about issues or actions by individuals who may be involved.

c. All costs incidental to the preparation, production, reproduction and/or posting of the material must be borne by the Union.

d. A copy of materials to be posted on the bulletin boards will be provided by the Union to the Management for information/courtesy purpose.

The Union shall limit its posting of notices and bulletins to the designated bulletin boards.

Union material may be distributed via the Library inter-departmental mail system.

Employees who are designated as Union officials may distribute leaflets, pamphlets, and other Union materials on Library premises during break time or during non-duty time, provided such activities do not interfere with the assigned duties of employees.

Solicitation of Union membership shall be confined to the break time or during non-duty time of the employees.

Section 4: Representation

It shall be the right of the employee to call in and be represented by a Union representative of his/her choice when the employee has reason to believe that a disciplinary action may result from any meeting or interview between the employee and a Management representative.

Section 5:

Based on the needs of the library, Union officials may be granted, upon request, paid time off, without charge to leave, to attend training sessions sponsored by the Union.

Section 6:

The procedures outlined in Article XII, Section 1:A4 shall be followed by Union officials requesting annual leave to attend union meetings. Based on the needs of the library every reasonable effort will be made to grant the request.

ARTICLE XXVI

ATTENDANCE AT MEETINGS

Section 1:

The Union shall be notified of, and shall have the right to send a representative as an observer to, orientation meetings for employees within the bargaining unit. The Library agrees to extend the Union representative thirty (30) minutes, at each meeting, to explain the Union's objectives to new employees.

Section 2:

The Union shall be entitled to have one representative at all public Board of Library Trustees' meetings. This representative shall be allowed excused time, if needed, to attend. Sufficient advanced notice (ten (10) work days) will be given by the Union to the Management as to the name of this representative.

Section 3:

A Union representative designated by the appropriate Local shall be given the opportunity to address formal meetings between management representatives and bargaining unit members, convened by the Management, at which bargaining unit working conditions are discussed.

ARTICLE XXVII

IDENTIFICATION DEVICES

The Library agrees that the employee has a right to participate and identify with the Union as his representative in collective bargaining matters; therefore, the Library agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their uniforms or other clothing.

ARTICLE XXVIII

STRIKES AND LOCKOUTS

Section 1:

The Library will not engage in any lockout of employees during the term of this Agreement.

Section 2:

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

Section 3:

In the event that a strike, sick-out, sit-in, slow down or work stoppage occurs, the Union shall post notices on all bulletin boards advising employees, that it disapproves of such action as illegal and instruct them to return to work immediately.

ARTICLE XXIX

SAVINGS CLAUSE

Section 1:

In the event that any Article, section or any portion herein contained be rendered or declared invalid by reason of any subsequently enacted legislation or by decree of a court of higher authority which has jurisdiction over the District of Columbia Government, or by a final non-appealable order of the Public Employee Relations Board, such decision shall apply only to the specific Article, section or portion thereof specified in the decision.

Section 2:

Upon issuance of such a decision, this Agreement may be opened for amendment upon the written request of either party made within thirty (30) calendar days after receipt of such a decision. The parties shall meet within thirty (30) calendar days after receipt of such request to negotiate a substitute for the invalidated Article, section or portion thereof.

ARTICLE XXX

PAST BENEFITS

Section 1:

It is agreed that any existing benefits which are not specifically covered by this Agreement shall not be changed unless the parties meet and confer under Article XXVI (Union/Management Relations).

Section 2:

It is recognized that during the life of this Agreement, changes in law, regulation of appropriate authorities or decisions of appropriate authorities may necessitate changes in personnel policies, practices, or other matters affecting working conditions. When and if such occurs, Management will meet and confer with the Union.

ARTICLE XXXI

DURATION AND FINALITY

Section 1: Duration of Agreement:

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-618.15(a), D. C. Code, 1981 edition). This agreement shall be effective as of the ___ day of _____, 1998, and shall remain in full force and effect until the 30th day of September, 2000. Should either party desire to renegotiate, renew, extend, modify this Contract, notice will be given, in writing, in accordance with the requirements of the Comprehensive Merit Personnel Act. This agreement shall remain in full force and effect during this period of renegotiation.

Section 2: Finality:

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

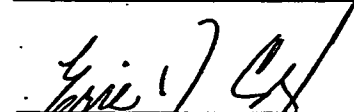
On this ___ day of _____, 1998, and in witness of this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
& PUBLIC LIBRARY/ DISTRICT OF
COLUMBIA GOVERNMENT**



Mary E. Raphael, Director
District of Columbia Public Library

**FOR COUNCIL 20, LOCALS 877
1808, AFSCME, AFL-CIO**



Eric J. Cox, AFSCME
Chief Negotiator, Council 20

James O. Baxter II
James O. Baxter II, Director
Office of Labor Relations and
Collective Bargaining

Russell Carpenter
Russell Carpenter
Co-Chief Negotiator

Ellen M. Flaherty
Ellen M. Flaherty
Co-Chief Negotiator

Brenda V. Johnson
Brenda V. Johnson
Member, Management Team

Delores Byrd
Delores Byrd
Member, Management Team

Carol S. Bradwell
Carol Bradwell
Member, Management Team

Jewel H. Ogonji
Jewel Ogonji
Member, Management Team

Angela Purnell
Angela Purnell
Member, Management Team

June Sweeny
June Sweeny
Member, Management Team

Charles Hicks
Charles Hicks
President, Local 1808

James Simmons
James Simmons
President, Local 877

Donald Hailes
Donald Hailes
Member, AFSCME Team, Local
1808

Charles P. Davis
Charles Davis
Member, AFSCME Team, Local
1808

Alene Long
Alene Long
Member, AFSCME Team, Local
1808

Thurla McCash
Thurla McCash
Member, AFSCME Team, Local
1808

Shirlene Newman
Shirlene Newman
Member, AFSCME Team, Local
1808

Roy B. Greene
Roy Greene
Member, AFSCME Team, Local
877

Darrin C. Roach
Darrin Roach
Member, AFSCME Team, Local
877

Kathleen Wood
Kathleen Wood
Member, Management Team

Frank Mirabile
Frank Mirabile
Alternate, Management Team

Joanne Adetayo
Joanne Adetayo
Alternate, Management Team

Kenneth Whisenton
Kenneth Whisenton
Alternate, AFSCME, Local 1

Ruth Weston
Ruth Weston
Alternate, AFSCME, Local 1808

Willie Hall
Willie Hall
Alternate, AFSCME, Local 1808

ARTICLE XXXII

INCORPORATION OF COMPENSATION AGREEMENT

Section 1:

The Compensation Agreement between the Government of the District of Columbia and Labor Organizations Representing Employees in Units 1 and 2 for FY 1997 through FY 2000, as approved by both sides, is hereby incorporated by reference into this Agreement.

Section 2:

It is agreed by both parties that should the above Compensation Agreement be reopened for negotiations during the life of this Agreement, the employees of the Library would receive any additional benefits gained through such negotiation.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

DISTRICT OF COLUMBIA PUBLIC LIBRARY

AND

AFSCME LOCALS 877 AND 1808

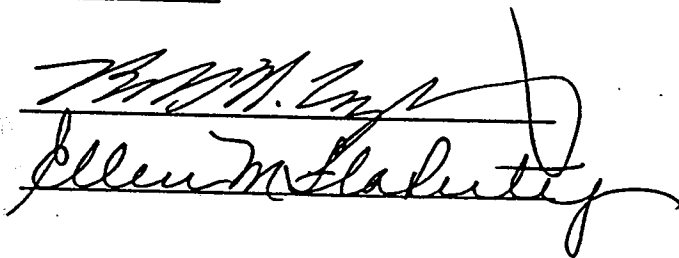
The parties acknowledge that the District of Columbia Government, the District of Columbia Financial Responsibility and

Management Assistance Authority, the Unions representing employees in the District Government, the District of Columbia City Council and the Chief Management Officer are currently reviewing and developing laws, regulations and policies for adverse and corrective action, RIF, Leave and procedures, etc. This review is necessary because of the District of Columbia National Capital Revitalization and Self Government Improvement Act of 1997 and the Omnibus Personnel Reform Amendment Act of 1998.

Therefore, the parties agree that if the current laws, regulations and policies are changed prior to the expiration of this contract, and those changes have an adverse impact on the current contract, the parties will meet within thirty (30) days to renegotiate new articles in conformity therewith.

Signed this 26th day of February, 1998.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT



FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL GOVERNMENTS

