

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE
DISTRICT OF COLUMBIA
AND DISTRICT COUNCIL 20
LOCAL 2401

American Federation of State, County and Municipal
Employees
AFL~CIO

'January 1, 2004 ~ September 30,2007

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ARTICLE I. RECOGNITION: COVERAGE

A. The Board recognizes Council 20, Local 2401, Union, as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours and other terms and conditions of employment for employees in the two occupational units and, classifications as hereinafter defined:

The Office of Contracts and Acquisitions (OCA)

All Contract Specialist, Cost Analyst, Program Analyst, Program Assistant, Procurement Assistant, Business Development Officer and Staff Assistant employees with the official title of Contract Specialist, Procurement Analyst, Program Analyst, Program Assistant, Procurement Assistant, Business Development Officer and Staff Assistant and similar official titles whose duties according to the position description are of a supportive function to the procurement program.

ARTICLE II. DEFINITIONS

Except as otherwise stated in this Agreement, wherever used herein, the respective terms hereinafter set forth in this Article shall have respective meanings as follows:

4. Board -- The term "Board" as used in this Agreement means the nine (9) Board of Education of the District of Columbia, the Superintendent of Schools, or his/her subordinate officers, whoever is deemed appropriate.
5. Union -- The term "Union" shall mean the American Federation of State, County, and Municipal Employees, District Council 20, Local 2401, AFLCIO.
6. Employee -- The term "Employee" shall mean all employees covered by this Agreement, except that probationary employees shall not be entitled to certain provisions of this Agreement, which are contrary to the laws and regulations of the District of Columbia and the District of Columbia Public Schools.
7. Seniority -- The term "Seniority" shall mean an employee's length of continuous service with the Board within the bargaining unit from the date of hire .

5. Collective Bargaining -- The term "Collective Bargaining" means negotiations between the Board and the Union on matters of wages, hours, and other conditions of employment.
6. The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations.

ARTICLE III. FAIR PRACTICES

- A. The Board agrees not to interfere with the rights of employees to become members of the Union or discriminate against any employee on the basis of membership in or association with the activities of the Union.
- B. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion within the provisions spelled out in this Agreement.
- C. Employees have the right to freely join the Union, but membership in the Union shall not be required as a condition of employment.
- D. The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination ..

ARTICLE IV MANAGEMENT RIGHTS

Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction, deployment, and utilization of the skills of the employees covered by this Agreement is vested exclusively in the Board or in the Superintendent as delegated by the Board.

ARTICLE V DUES DEDUCTION

Upon receipt of a lawfully executed written D.C. Form 277 from an employee covered by this Agreement, the Division of Finance shall process such forms to the District Government for the deduction of the regular Union dues of such employee from her bi-weekly pay. The Union shall be the only employee organization during the life of this agreement eligible to use payroll deductions for membership dues and service fees.

In keeping with the principle that employees who benefit from this Agreement should share in the cost, it shall be a condition of employment that all employees pay either Union dues or a service fee. The amount of both dues and fees shall be established by the Union, but it is agreed that service fees shall not exceed amounts permissible under applicable law. The service fee deduction provision of this Article shall become operative when the Union presents evidence that at least fifty-one percent (51%) of the employees in the bargaining unit are members of the Union independently.

E. Procedural Steps

Step 1 . The aggrieved employee with or without his/her Union representative) and/or the Union shall orally or in writing present and discuss the grievance with the employee's immediate supervisor, within ten (10) work days of the occurrence of the event giving rise to the grievance, or the date of the occurrence or event becomes known to the employee or Union. The immediate supervisor is to make a decision on the grievance and communicate the decision to the employee or to the Union, or to the representative in writing, within five (5) work days from the presentation of the grievance.

Step 2. If the grievance remains unsettled, the employee, with or without his/her Union representative, or the Union, shall submit a signed written grievance to the appropriate Division or office head within ten (10) work days. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this step and every further step shall contain:

- a. A statement of the specific provision(s) of the Agreement alleged to be violated;
- b. The date(s) on which the alleged violations occurred;
- c. The manner in which the alleged violation(s) occurred;-
- d. The specific remedy or adjustment sought;
- e. Authorization by the employee or Union representative, if desired;
- f. The signature of the aggrieved employee or the Union representative, according to the category of the grievance;
- g. Should the grievance not contain the required information, the grievant shall be so notified in writing and granted the opportunity to resubmit the grievance within three (3) work days of such notice.

The Division or office head shall respond to the employee in writing to the grievance within five (5) work days of its receipt.

Step 3. If the grievance remains unsettled, the employee and/or Union shall submit the

grievance to the Superintendent, or his/her designee. The Superintendent may meet with the, grievant and/or Union in an attempt to settle the grievance. The - Superintendent or his/her designee shall respond in writing within ten (10) work days of receipt of the grievance if no hearing is requested. The Superintendent or his/her designee shall respond in writing within twenty (20) work day) of receipt of the grievance if a hearing is requested:

Step 4. If the grievance remains unsettled, the Union, within ten (10) work days from receipt of the Superintendent's response, shall advise the Superintendent in writing whether the Union intends to request arbitration on behalf of the employee or employees on the matter. Should the Union request arbitration, such request shall include a statement setting forth grounds therefore consistent with step 2, to be decided by the arbitrator.

F. Arbitrator

1. Selection of an Arbitrator

Within ten (10) work days from receipt of the Superintendent's Step 3 response, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to refer a panel of seven (7) impartial arbitrators. Upon receipt of the FMCS panel, the parties will make their respective selections and return the form to FMCS.

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

2. The arbitrator shall hear and decide only one (1) grievance in each case.
3. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply.
4. The hearing shall not be open to the public. Any Union that is a party to the Agreement shall be allowed to attend hearings as observers.
5. Witnesses shall be sequestered upon request of either party.
6. Either party has the right to an official record of the hearing, or have verbatim stenographic record made at its own expense. The expense may be shared by mutual agreement
7. The arbitrator's award shall be in writing and shall set forth the arbitrator's finding, reasoning and conclusion within thirty (30) work days after the conclusion of the hearing, or within thirty (30) work days after the arbitrator receives the parties' briefs, if any, whichever is later.
8. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this agreement through the award.

G. If the Employer does not respond within the time limit specific in' each step, the employee or the Union may invoke the next step, treating the lack of response as a denial of the grievance.

H. The presentation and discussion of grievances shall be conducted at a time and place that will afford fair and reasonable opportunity for both parties and their witnesses to attend. No witness shall be heard, if the arbitrator determines his/her testimony is not relevant. Such

witness(es) shall be present only for the time necessary for him/her to present evidence. When discussions and hearings required under this provision are held during the work hours of the participants, they shall be excused with pay for this purpose. Witness: lists shall be exchanged one (1) week before the hearing date.

I. . The Employer shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of grievances.

J. All requests for information and documentation, shall be made to the other party at least 10 work days before the scheduled hearing.

ARTICLE VII. DISCIPLINARY AND ADVERSE ACTIONS

A. Disciplinary and adverse action measures shall include the following:

Written reprimand
Suspension (notice to be given in
writing) Discharge

- B. If the Board has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- C. The Board shall not discharge an employee without just cause. At the time, the action is taken, the employee, and the Union will be notified in writing that the employee is subject to discharge.
- D. The Union, an employee, or an employee through his/her Union, shall have the right to take up a suspension or discharge as a grievance at Step 2 of the grievance procedure and the matter shall be handled in accordance with this procedure.
- E. An employee found to be unjustly suspended shall be fully compensated for all lost time and full restoration of all other rights and conditions of employment.
- F. An employee found to be unjustly discharged shall be reinstated in accordance with the Opinion and Award of the Arbitrator.
- G. An employee may be suspended or terminated upon the first offense, if the behavior or conduct is so egregious such that continued employment would be detrimental to the efficiency and discipline of the school system.

H. For suspension actions of five (5) work days or more, or discharge, absent exigent circumstances which would warrant immediate termination or suspension, an employee shall be notified in writing with a copy to the Union no later than ten (10) work days prior to the effective date. The notice shall include a statement of the action being taken, with reasons for the action so stated. From within five (5) work days of the receipt of the notice, the employee has the right to reply in writing, or in person, to all charges and to furnish any statements in support of his reply; The decision shall go into effect as stated unless, upon consideration by the responsible official of all relevant facts, the action is to be modified, at which time the employee and the Union shall be so notified, in writing, of the modification.

I. In any circumstances in which the Employer has reasonable cause to believe that an employee's conduct is an immediate hazard to the school system, students, to the employee involved, or other employees, or is detrimental to the public health, safety or welfare, or if an employee is charged, by a competent legal jurisdiction, with a crime, the Employer shall place the employee on paid administrative leave pending complete investigation of the matter.

ARTICLE VIII. SENIORITY

A. Definition

Seniority means an employee's length of continuous service with the Board within the bargaining unit from the date of hire. Service Computation Date means an employee's total credited service spent working for the D.C. Public Schools, District of Columbia

Government, Federal Government plus time spent in military service either prior to or during employment in the Federal or District Government.

B. Probationary Period

An employee shall become permanent upon the completion of twelve (12) months of satisfactory service.

An employee shall lose seniority only for the following reasons:

1. He/she resigns or retires;
2. He/she is discharged for cause and the discharge is sustained;
3. He/she obtains a leave of absence under false pretenses or engages in employment under such a leave, except for employees who obtain leave of absence or work for the Union.

C. Seniority Lists

Every twelve (12) months during the term of this Agreement, the Board will provide the Union with a list of employees in each of the units including the employee's name, work, location, (including building code and cost center), job title classification and salary grade, date of hire, service computation date and current salary.

ARTICLE IX WORKFORCE CHANGES

A. Reassignment

Employees may not be reassigned without written consent from the Director/Manager of the receiving office.

- a. An employee who is reassigned shall be given at least ten (10) work days advance notice, except in those case where the transfer must be made in less than ten (10) work days, the notice shall be given as timely as possible. The notice of reassignment shall contain the reason(s) therefore.
- b. Reassignments shall be made only after consultation and discussion with the employee involved. At the employee's request, there may be present at such discussion a representative of the Union. The employee who is reassigned shall be given two (2) weeks notice, except in those cases where the transfer must be made in less than two (2) weeks, the notice shall be given as timely as possible. The notice of the transfer shall contain the reason therefore.
- c. Reassignments shall not be made for reasons of discipline action.
- d. In cases where reassignments are necessary within the Office of Contracts and acquisitions, preference shall be given to the employee with the greatest number of years of service in the office.
- e. An employee who is reassigned shall carry forward his/her seniority. The provisions of IX.A.2 shall also apply to an employee 'who volunteers to accept reassignemet when a reduction in the staff within the office to which the employee is assigned.

B. Vacancies

1. Whenever a job vacancy occurs other than a temporary vacancy as defined in this Article, notice of such vacancy, setting forth the grade level, application procedures, and the deadline date for-submission of applications will be for a period of ten (10) calendar days from the Office of Human Resources, and a copy of such notice shall be given to the Union.
2. During the open period of a vacancy indicated in IX.B.I, employees who wish to apply for the vacancy shall do so be on the prescribed form which shall be submitted to the Office of Human Resources. All qualified applicant(s) shall be notified in writing of their non-selection.

C. Promotions

All promotions shall be made on the basis of seniority if the knowledge, training, ability and skills of the, respective applicants is considered to be equal.

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D. Temporary Job Openings

Temporary job openings are vacancies that may be established in any job classification covered by this Agreement, for a period of less than one (1) year and shall be filled by assignment or reassignment of employees based upon qualifications and seniority.

E. Employee Status Change

The Board and the Union agree that employee status change is a proper subject for discussion at the regular quarterly Labor-Management meetings.

F. Reduction-In-Force

In the event of a Reduction-In Force (RIF), employees shall be separated in accordance with the then current rules and regulations regarding RIF's for DCPS.

RIF's shall be conducted based on system-wide seniority.

Permanent employees adversely affected by a reduction-in-force shall be offered positions according to their seniority and for which they are qualified, when such positions become available for a period not to exceed two (2) years from the RIF. Probationary employees adversely affected by a RIF shall be offered positions according to their seniority and for which they are qualified, when such positions become available for a period not to exceed one (1) year from the RIF. During such periods a position which becomes vacant shall be offered first to all permanent and then to all probationary employees, adversely affected by the RIF who qualify for such positions before offering the position to a new employee.

The Office of Human Resources will transmit to the Union a copy of the notice of a reduction-in-force simultaneously with such notice to an employee covered by this Agreement.

ARTICLE X. HOURS OF WORK

A. Full Time Employees

1. The regular work day shall consist of eight (8) consecutive hours exclusive of an unpaid thirty (30) minute breaks, duty free lunch period and two fifteen (15) breaks. Eight (8) consecutive hours within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.
2. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.
3. Eight (8) consecutive hours shod and all constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular beginning and ending time.
4. Employees shall be informed of their regular work schedule by their supervisor, either by memorandum in those unit where five (5) or less employees in the bargaining unit are assigned or by posting on designated bulletin boards in those units where six (6) or more employees in the bargaining unit are assigned. Except for emergency situations, employees will be given advance notice of ten (10) days whenever a permanent change is made in the work schedule. Upon request, the Union will be given an opportunity to discuss with management the advisability and effects of such changes.
5. Employees shall work overtime, as may be required to meet the needs of the District of Columbia Public Schools except in those instances where an employee presents acceptable reason for not working such overtime.

This Article is intended to define the, usual hours or work and shall not be construed to limit the flexibility of work schedules.
6. Any employee who is regularly scheduled to report for work, and who presents herself for work as scheduled, except-for scheduled overtime, shall be assigned to at least four (4) hours of work.
7. A minimum of *two* (2)-hours-of-overtime-work-at-the-rate-of-time and-one-half (1 1/2) shall be credited to any employee who is ,called back to perform unscheduled overtime work either on a regular workday, after she had completed .her regular work schedule ,and left her place of employment or on one of the days when she is off duty.

ARTICLE XI . UNION ACTIVITIES

A. During working hours on the Board's premises and without loss of pay, Union Stewards and Chief stewards shall be, allowed a reasonable amount of time to:

1. Post union notices;

2. Distribute Union literature and literature relating to Union-Management relations;
3. Consult with Board and/or elect Local Union officers concerning the enforcement of this Agreement.

B Whenever members of the bargaining unit(s) are mutually scheduled by the parties to participate during working hours in conferences or meetings With the Board they shall suffer no loss in pay. Sufficient notice shall be given to the school office by the employee(s) involved.

C. Accredited representatives of the American Federation of State, County, and Municipal Employees whether Local Union representatives, District Council representatives or International representatives, who have been certified to Labor Management and Employee Relations in writing shall be allowed on school property during the non-work periods of employees covered by this Agreement to discuss union business relative to the terms and conditions of this Agreement with the employees. Any Union representative(s) desiring to visit school property shall first advise the administrator in charge of the reason for such visit. This paragraph shall not prevent Union Stewards and Chief Stewards from consulting with Board and/or elected Local Union officers concerning the enforcement of this Agreement as provided for in paragraph I of this Article.

D. The Union shall be afforded the same rights and privileges as accorded other labor and professional organizations in the use of school buildings for meetings of the Union during non- working hours. Expenses incident to those meetings and other than those normally a part of the school operations shall be borne by the Union.'

ARTICLE XII UNION STEWARDS

A. Union Stewards shall be designated by the Union and shall be recognized as employee representatives. The names of employees selected as Stewards and the name of other Union representatives who may represent employees shall be certified to Labor Management and Employee Relations by the Union. The Union shall insure that the certification to Labor Management and Employee Relations of authorized Union representatives is current at all times. Only those Stewards and other Union representatives who have been certified, to Labor Management and Employee Relations, in writing shall be recognized as authorized employee representatives. Stewards shall be employees of the bargaining unit of Local 2401 who have been employed by the Board for at least one year.

B: One (1) Steward per work site, where there are members of the bargaining unit(s) covered by this Agreement, shall be recognized.

A steward shall be permitted to devote necessary time during her working hours at her regular rate of pay, for processing grievances at her building site. Should it be necessary for a steward to cease work or to leave her/his work area, she/he shall request permission from her/his immediate supervisor. The steward shall report to her immediate supervisor upon resuming work. It is agreed that time spent in the processing of grievances shall be limited to a reasonable amount.

- C. There shall be one (1) Chief Steward for each bargaining unit.

A Chief Steward shall be permitted to devote necessary time during working hours at the regular rate of pay for processing grievances. Should it be necessary to cease work or to leave the work area, they shall request permission from their supervisor and from the supervisor of the employee(s) they intends to visit 'which shall not be unreasonably denied. The Chief Steward shall report to the immediate supervisor upon returning to the work area. It is agreed that time spent in the processing of grievances shall be limited to a reasonable amount.

ARTICLE XIII LEAVE AND PAYMENT

A. Annual Leave

An employee whose current appointment is for ninety (90) days or more is entitled to earn annual leave beginning with the first day of employment. The employee, however, must be employed for a full bi-weekly period to earn leave for that period; If an appointment is for less than ninety (90) days, the employee is not entitled to annual leave until after being employed for a continuous period of ninety (90) days, under successive appointments without a break in service. When the employee has serve a total of ninety (90) days from the date of the initial appointment, she is entitled to retroactive credit for the leave that was earned during the period from the date of initial appointment to the date of the extension of the appointment.'

Employees earn annual leave with pay, in any calendar year, exclusive of Saturdays, Sundays, and holidays in accordance with the Rules of the Board as contained in Title, 5 Section 1204.1 of the District of Columbia Municipal Regulations:

1. Full-time employees with less than three (3) years of creditable service shall be credited one hundred four (104) hours or thirteen (13) days of annual leave per year; and
2. Full-time employees with three (3) or more years but less than fifteen (15) years of creditable service shall be credited 'one hundred sixty (160) hours or twenty (20) days of ant mal leave per year;
3. Full-time employees with fifteen (15) or more years, of creditable service shall be credited two hundred eight (208} hours or twenty-six (26) days of annual leave per year.

Applications for annual leave shall, be submitted by the employee on, the appropriate form provided by the Board, to her immediate supervisor; Annual leave must be authorized in advance and before it is started, by the leave approving official. When

requesting emergency leave, an employee must notify, and state the reason to the leave approving official, or her designee, during the first hour of the employee's tour of duty. If the leave request is disapproved, the reason(s) shall be given to the employee in writing.

Employees should be granted annual leave in all cases of personal emergency, unless a legitimate emergency does not exist and therefore, the employee's request for leave was made in bad faith.

Applications for vacations of one (1) week or more shall be submitted at least four (4) weeks in advance of the beginning date of the vacation. Every effort will be made to grant employees leave during the time requested provided that operations shall not suffer. In instances where the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts being resolved first by conferences with the affected employees and ultimately by the application of seniority.

Employees on vacation shall not be subject to callback except in case of emergency.

Employees are entitled; upon separation, to a lump sum payment for accumulated annual leave. This lump sum payment may not exceed the amount established by law.

B. Sick Leave

Employees earn thirteen (13) days sick leave a year. Sick Leave shall be credited to employees on the basis of one-half (1/2) the tour of duty for each full-biweekly pay period.

Any employee who becomes sick or disabled to the point that they are unable to do their job or has a scheduled medical or dental appointment; shall be permitted to use accumulated sick leave with no loss of pay, in accordance with the Rules of the Board. Requests for sick leave for medical or dental appointment must be made by the employee to their immediate supervisor as soon as the appointment is known to the employee. If an employee cannot report for work, due to illness, they shall notify their leave approving official/designee during the first hour of the employee's tour of duty. Employees may be required to submit medical documentation, for any period of absence.

Employees shall be credited for unused sick leave by having sick leave counted for retirement in accordance with applicable laws and regulations.

All employees, covered by this Agreement, who are on active duty with the District of Columbia Public Schools are eligible to participate in the Sick Leave Bank.

Employees must contact their supervisor every day for the first three days of using sick leave.

C. Leave Without Pay

Any request for leave without pay shall be submitted in writing on the appropriate form provided by the Board, by the employee to the immediate supervisor. The employee shall state the reason for the request and the 'length of time off desired'. Any request for leave without pay shall be answered promptly. If the request is denied, the employee shall be informed in writing of the reason(s) for the denial.

D. Union Business

Employees elected to any Union office or selected by the Union not to exceed three (3) such employees to do work which takes them from their employment with the Board shall be granted a leave of absence without pay, not to exceed a period of one (1) year. Such leave may be extended for one (1) additional year. Additional employees elected by the Union to do work which takes them from their employment with the Board may be granted a leave of absence without pay not to exceed a period of One (1) year. Employees on leave without pay status to do Union work shall continue to accrue seniority during this period.

E. Education

After completing one (1) year of service, any permanent employee, upon written request may be granted a leave of absence without pay up to but not to exceed a period of one (1) year for educational purposes.

Such written request shall include a plan of the educational work to be undertaken during the period of such leave of absence' and shall be subject to approval by the Board. If the request is denied the employee shall be informed, in writing, of the reason(s) for the denial. An employee shall suffer no loss in seniority status while' on educational leave.

F. Leave of Absence

Employees shall notify the Office of Human Resources of their desire to return to work two (2) weeks prior to the expiration of any extended leave of absence except when the leave of absence is less than two (2) weeks or when returning from maternity leave.

G. Childcare Leave

Any permanent employee who becomes pregnant, and who desires to return to the employment of the Board at a future date, shall be granted a child care leave of absence, such period of leave not to exceed two (2) year from last day of service. (Note: Childcare leave may be a combination of annual leave, sick leave, or leave without pay.) An employee who becomes pregnant may be permitted to continue in employment until such time as the employee and attending physician concludes that continuation of employment would be injurious to her health.

H. Family Medical Leave Act

The Board shall comply with, and provide benefits to, the bargaining unit employees as provided in the Family Medical Leave Act (FMLA) of 1993, or as subsequently amended.

I. Court Duty

Employees shall be entitled to a leave of absence, with pay, when they are required to report for jury duty or to appear in court as a subpoenaed witness, in their official capacity, or to respond to an official subpoena on behalf of federal, state or municipal governments. The employee shall furnish her supervisor with a copy of the summons within twenty-four (24) hours of her receipt of the summons. Any pay received for services as a witness, other than expenses, shall be handled in accordance with applicable policy or law.

Employees excused from jury duty for a day, or a substantial portion thereof, shall report to their place of employment and perform the duties assigned for that day or portion thereof.

J. Voting Time

Voting time will be granted in accordance with the provisions of Chapter 12, Subpart 10.3(a) of the District of Columbia Personnel Manual.

K. Civic Duty

Employees requested to appear before a legislative or other public body on any matter in which they are not personally involved shall be granted the use of annual leave upon request.

L. Holidays Recognized and Observed

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Emancipation Day

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Sunday; the succeeding Monday shall be observed at the holiday.

M. Eligibility requirements for Holiday Pay .

Employees shall be eligible for holiday pay under the following conditions:

1. The employee was in a pay status for eight (8) hours the workdays preceding and following the holiday;
2. The employee would have been scheduled to work on such day if it had been observed as a holiday unless the employee is on annual leave, vacation, layoff, or sick leave and;
3. If a holiday is observed on an employee's scheduled day off or vacation, she shall not be charged leave or lose pay for the unworked holiday.

N. Holiday Pay

Eligible employees shall receive holiday pay based upon their regular hourly rate of pay times the number of hours they would have normally worked on the holiday.

If any employee works on any of the holidays listed above, she shall be paid the following in addition to her regular rate of pay:

1. For the first eight (8) hours, the rate of pay of each hour worked shall be the same as her regular rate of pay.
2. For all hours in excess of eight (8) hours worked, the rate of pay shall be one and one-half (1 and 1/2) times her regular hourly rate of pay.

O. Military Leave

Military leave will be granted as provided under Section 1.613.3(m) of the D.C. Code and the Rules of the Board as contained in Title, 5 Section 1204.1 of the District of Columbia Municipal Regulations.

P. Funeral Leave

Three (3) days leave will be granted without loss of benefits and pay for the death of immediate family (mother, father, sister, brother, child or spouse).

Q. Leave to Attend Conference

At the discretion of the Board up to three (3) days administrative leave with pay per year, to attend conferences; workshops; conventions, and seminars which are beneficial to the D.C. Public Schools,' may be granted subject to continuity of operations.' Requests for such leave shall be made fifteen (15) days in advance of the aforementioned functions. If the request is denied the employee shall be informed in writing of the reason(s) for the denial.

Employees who are elected to represent the Union as voting delegates as the biannual convention shall be granted annual leave upon submission of the appropriate form, to attend in their official capacity.

R. Wages

The salaries and wages of employees shall be paid bi-weekly. In the event that the pay day is a holiday, the preceding day shall be the pay day.

Night differentials shall be paid for all regularly scheduled hours of work which are worked between 6:00 p.m. and 6:00 a.m.

S. Overtime

Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day or forty (40) work hours in any work week.

ARTICLE XIV BULLETIN BOARDS

A. Available space on existing D.C. Public Schools bulletin boards provided primarily for employee information and internal communications in locations where there are members of the bargaining units employed may be used by the Union to post materials dealing with:

1. Recreational and. Social affairs of the Union;
2. Union elections;
3. Reports of the Union;
4. Union meeting notices.

B. Notices and announcements shall not contain anything political or of a libelous nature.

C. The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

D. A courtesy copy of all materials to be posted, pursuant to this article, will be provided to the school officer/supervisor and to Labor Management and Employee Relations at the time of posting.

ARTICLE XV CONTRACTING OUT

When the contracting out of work is being considered, the Board shall withhold taking any

9. such action to provide the Union a reasonable Opportunity for discussion of the matter, except in cases of emergency. In any such discussion, the Board shall explain the reason why it is necessary to take the proposed action and the Union shall respond on the merits, including the suggestion of any alternative action, and the Board shall give due consideration to such suggestions ,before making a final decision.

ARTICLE XVI PERSONNEL RULES

The Board and the Union shall discuss the impact of personnel rules on employees at labor management meetings.

These discussions shall also include the method of communicating such rules to the Union and employee(s).

ARTICLE XVII DISABILITY COMPENSATION BENEFITS

Disability compensation will be administered in accordance with section 1-624.2 of the D.C. Code.

ARTICLE XVIII SAFETY AND HEALTH

- A. The Board will maintain a safe and health work place.
- B. A representative of the bargaining unit, covered by this Agreement; assigned to each D.C. Public. School building, shall be a member of the building's Safety Committee. The representative shall be appointed by the Union. The Committee will meet at least quarterly. The representative may submit a written report of a safety or health hazard in the school to the administrator in charge of the school at any time. Meetings shall be held during normal working hours, and the Safety Committee representative shall not suffer loss in time or pay when absent from her assigned schedule of work while attending a meeting of this Committee. If the Committee representative participates in any investigation at the direction of the Committee, she shall suffer no loss in time or pay while participating in such an investigation.

ARTICLE XIX NO STRIKES AND NO LOCKOUTS

- A. During the life of this Agreement, the Union will not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through slowdown, strikes, work stoppages or otherwise, nor will the Board engage in any lockouts against any employee covered by this Agreement.
- B. Where a strike, slowdown, or work stoppage occurs, the Union's agents will immediately and publicly declare as illegal any such strike, work stoppage or slowdown and will order the Union's members to terminate such action, and failure of the Union's agents to so declare and order shall constitute a violation of this Article.
- C. If the Union has either directly or indirectly authorized, sanctioned, caused or counseled its members or any of them to strike, to directly or indirectly commit any concerted acts

of work stoppage, slowdown or mass absenteeism, or to refuse to faithfully and properly perform in whole or in part any customarily assigned duties for the Board then the Union shall be eligible to the Board for damages.

- D. Any employee who participates in supports or encourages any slowdown, strike or work stoppage shall be subject to the provisions existing in law governing the behavior of employees engaged in slowdown, strike or work stoppage.

ARTICLE XX ADMINISTRATIVE CLOSINGS

A. Essential Personnel

The parties agree that when essential employees are required to work when all other DCPS employees are released for administrative closing; any employee who is required to work shall earn compensatory time on an hour for hour basis, to include all shifts.

The Employer shall identify essential positions annually. Each essential employee shall be notified of essential status of his /her position annually.

The employer shall publish an official listing of essential positions and where applicable shall include a statement of "essential" on all future vacancy announcements. Necessary adjustment to his list shall be published annually.

B. Definition

An administrative closing is defined as a situation that causes a disruption in the operation of DCPS or a general suspension or interruption of District of Columbia Operations.

- C. Essential or emergency employees are those who occupy positions which are vital to public health, safety, welfare of the operation of essential facilities or functions as determined by; the Superintendent of Schools. This definition of essential and/or emergency employees; shall be the same for emergency closings, and administrative closings and furloughs'.

ARTICLE XXI BREAK PERIODS

The Board agrees to continue break periods where they exist and further agrees to discuss needs for break periods in work situations with the Union in Labor-Management meetings.

ARTICLE XXII LABOR-MANAGEMENT MEETINGS

The Parties recognize the importance of regular communications between themselves. To this end, the Superintendent or his representatives and Union, representatives, not to exceed five (5) representatives from each of the parties, shall hold regular meetings at least quarterly, during regular working hours, to discuss system-wide policies and problems relating to the implementation of this Agreement. Either party may submit

times for discussion. "Agendas will be exchanged between Labor Management, and Employee Relations and the Office of the Executive Director, District Council 20, at least seven (7) work days prior to the meeting~ If neither party submits an agenda, the meeting shall be considered cancelled by mutual consent.

Grievances that may be processed through the negotiated grievance procedures, contained in this Agreement, shall not be discussed as agenda items at these meetings.

- A. The Union is recognized as having represented the bargaining Unit summarizing on its certification, October 1, 2004.
- B. It is agreed that employees recovered by this Agreement shall have pay parity with employees similar clarified by the District of Columbia effective _____.
- C. It is agreed that the number of years required to progress through a grade shall be reduced from 18 years to 14 years for all employees covered by this agreement. Step 1 thru step 5 will progress annually. Step 6 thru step 10 shall progress every two (2) years.
- D. Employees will advance in the pay schedule upon receiving a rating of satisfactory or better for the previous year.
- E. The parties agree to the appointment of a joint Labor/Management Committee composed of a equal number from DCPS and the Union for the purpose of reviewing classifications and compensation issues.

ARTICLE XXIII CONFORMITY TO LAW-SAVING CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or engaged, and substitute language if any, shall be subject to negotiation between the parties.
- B. In the event that any provision of this Agreement is or shall at anytime be contrary to law, all other provision of this Agreement shall continue in effect.

ARTICLE XXIV MATTERS NOT COVERED

- A. Agreement Supersedes Past Practices

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters herein.

- B. Entire Agreement

The Agreement represents the complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of

employment which shall prevail during the term hereof and any matters or subjects not herein 'covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement.

C. Changes or Amendments

The parties agree that neither shall be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not, even though the subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement maybe altered, changed, added to, deleted from, or modified - only through the voluntarily mutual intent of the parties in a written amendment, executed in the same manner as this Agreement.

ARTICLE XXV COMPENSATION

The parties agree that any provision of this agreement requiring legislative action, to permit its implementation by enactment of law and/or by providing the additional funds in the annual 'operating budget therefore, 'shall not become effective until' the appropriate body has approved and provided the additional funds

ARTICLE XXVI OPTICAL AND DENTAL BENEFITS

The parties agree that any provision of this agreement requiring legislative action to permit its implementation by enactment of law or by providing the additional funds in the annual operating budget therefore, shall not become effective until the appropriate body has given approval and provided the additional funds. Upon provision of such additional funds, the following optical and dental benefits shall be provided.

1. Optical Plan. Effective the first pay period beginning on or after _____, and for the remainder of the period that this Agreement remains in effect, the

Board agrees to provide the following amount for an optical insurance plan to be contracted for by the Union and approved by the joint Board/Union committee:

\$130.00 per year - \$5.00 dollars bi-weekly, per participating employee, as the premium for self and family coverage.

2. Dental Plan. Effective the first pay period beginning on or after October 1, 2006, and for the remainder of the period that this Agreement remains in effect, the Board agrees to provide the following amount for a dental insurance plan to be contracted for by the Union and approved by the joint Board/Union committee:

\$7.00 dollars bi-weekly for single coverage, \$12.00 dollars bi-weekly for self/+family, per participating employee, in an approved dental plan.

3. There shall be a joint labor-management committee appointed to review all aspects of the plans. The Board shall be held harmless from any liability ensuing out of the implementation and administration of the plans.
4. The benefit providers shall be responsible for program administration and shall bear all administrative costs.
5. The benefit providers shall be responsible for identifying to the Board, after surveying the unit employees, the names and number of employees to be carried under individual and family status. The Board will make available to the providers appropriate records in an appropriate format to - enable the provider to fulfill this requirement.
6. The Board shall not make dual premium payments for employees who are married and are both in the bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit providers. Subject to the Board's obligation to provide information as set out above, the benefit providers shall be responsible for identifying to the Board the name of the designated employee for whom the premium is to be paid.
7. If during the contract duration, the Board contracts with a carrier that provides equal or better benefits, the Union will review its option to participate in such a program.
8. The plan shall be contracted for by the labor organization, subject to a competitive bidding process where bidders are evaluated and selected by the Union. The Board shall have a representative who participates with the Union in the development, review and evaluation of the bid proposals: The Union agrees to expand the scope of the competitive bidding process to include the entire Metropolitan area. The Union agrees to document all activities in procuring plan contracts, and shall disclose such documentation upon request by the Board. The Union's proposed contract with a plan provider shall be presented to the Board for

comment fourteen (14) days before the contract is executed.' The 'Board's comments and suggestions will be <carefully considered. The Board/Union committee shall review employee utilization of the plan and investigate and recommend methods to increase utilization. The committee shall be composed to two (2) Labor representatives from the Union and two(2) Board representatives.

9. The plan providers shall be required to respond to reasonable requests for information submitted by the Union and/or the Board. The Union and the Board shall have the right to audit all financial records and any records which related to the expenditure of employer-paid premiums or procurement of the plan provider contracts. The Board shall be permitted to recover any premiums that were improperly paid or paid for employees who were ineligible to receive benefits.
10. The parties shall meet to develop procedures, to implement the benefit programs, which shall be binding upon the providers.

ARTICLE XXVII COPY OF AGREEMENT

The Employer and the Union agree to share equally in the cost of reproducing this contract for employees and supervisors. The cost and number of copies to be printed shall be mutually agreed upon by the parties.

ARTICLE XXVIII DURATION AND FINALITY OF AGREEMENT

This Agreement shall be implemented as provided herein subject to the requirements of section 1715 of the Comprehensive Merit Personnel Act (CMPA) (Section 1.,617, D.C. Code, 2001 Edition). This Agreement 'shall become effective as of the 1st day of _____. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall' meet within thirty (30) days to negotiate legally constituted replacement provisions for the offensive provisions. The Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

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

It is agreed that any request by either party for further negotiations due to changes in legislation rules of regulation 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 all parties mutually agree in writing during the term(s) of the Agreement that modification of the Agreement is necessary, they may modify it:

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control. However, when an Employer order or regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiations. Once negotiations are requested the parties shall begin bargaining over the impact within ten (10) work days. Such bargaining shall continue for up to thirty (30) work days. If no agreement has been reached between the parties, the matter shall be referred to "mediation-arbitration." Implementation shall be contingent upon the arbitrator's decision.

ARTICLE XXX APPROVAL

The Collective Bargaining Agreement between the District of Columbia Public Schools and the American Federation of State, County and Municipal Employees, Local 2401, dated _____ has been reviewed in accordance with the Board Rules and the District of Columbia Municipal Regulations.

10.

In witness thereof, the parties have executed Johnson Executive Director authorized representatives this ___ day of D.C. Council 20, AFSCME

Dr. Clifford Janey
Superintendent of Schools
For the Board of Education

George T. Johnson
For D.C. Council 20, AFSCME, Local 2401

Walter Comisiak

Clara McCargo

Surinder Sharma

Paul Wooten





ARTICLE V



RESOLUTION

R07 -76

MEMBERS OF THE D.C. BOARD OF EDUCATION PRESENT THE FOLLOWING RESOLUTION REGARDING

RECOGNITION OF DISTRICT COUNCIL 20, LOCAL 2401, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL- CIO AND APPROVAL OF COLLECTIVE BARGAINING AGREEMENT

WHEREAS, Council 20, American Federation of State, County and Municipal Employees, AFL-CIO, ("AFSCME"), is a labor organization within the meaning of the Comprehensive Merit Protection Act of 1978 (CMPA) representing District of Columbia Public Schools' (DCPS) employees in two compensation units, Local 1959 (All Motor Vehicle Operators and Bus Attendants employed in the Division of Transportation) and Local 2921 (All full-time or part-time Educational Schedule employees up to and including grade EG-6 with the official title of Educational Aide and similar official titles; and, employees up to and including grade EG-7 whose job responsibilities are primarily of a secretarial and/or clerical nature);

WHEREAS, AFSCME petitioned the Public Employment Relations Board (PERB) for recognition of a new compensation unit, Local 2401, which would include employees in DCPS's Office of Contracts and Acquisitions (OCA) with the occupational titles and classifications of contract specialist, cost analyst, program analyst, program assistant, procurement assistant, business development officer and staff assistant;

WHEREAS, AFSCME completed the process established by PERB to obtain recognition of Local 2401, including holding an election for affected employees to approve or disapprove the proposed compensation unit and the election results in support for this bargaining unit's formation were certified by PERB in November 2004 (PERB Case No. 02-RC-01);

WHEREAS, AFSCME and DCPS have completed the negotiations for the first collective bargaining agreement for Local 2401 and the agreement has a term of October 1, 2004 – September 30, 2007 (the "Local 2401 Agreement");

WHEREAS, the terms and conditions set forth in the Local 2401 Agreement are similar to the terms of the AFSCME Local 2921 agreement previously approved by the D.C. Board of Education;

WHEREAS, the General Counsel has provided the Superintendent and the D.C. Board of Education with a certification of legal sufficiency for the Local 2401 Agreement and this Agreement does not present any additional fiscal impact on DCPS;

WHEREAS, D.C. Official Code §1-617.09 (a) provides that the determination of an appropriate unit will be made on a case-to-case basis and will be made on the basis of a properly-supported request from a labor organization and that a "...unit should include individuals who share certain interests, such as skills, working conditions, common supervision, physical location, organization structure, distinctiveness of functions performed, and the existence of integrated work processes";

WHEREAS, D.C. Official Code §1-617.10 (a) provides that "...[E]xclusive recognition shall be granted to a labor organization which has been selected by a majority of employees in an appropriate unit who participate in an election, conducted by secret ballot, or by any other method in conformity with such rules and regulations as may be prescribed by the [PERB]...";

WHEREAS, D.C. Official Code §1-617.11 (a) provides that "...[T]he labor organization which has been certified to be the exclusive representative of all employees in the unit shall have the right to act for and negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization...";

WHEREAS, D.C. Official Code §1-617.15 and 5 DCMR §706.8 require that the Board of Education approve any agreement with a labor organization and that the approved collective bargaining agreement be submitted to the Council of the District of Columbia for its information;

WHEREAS, pursuant to D.C. Official Code §§617.16 and 617.17, the Board of Education shall meet with labor organizations which have been authorized to negotiate compensation at reasonable times in advance of the District's budget making process to negotiate in good faith with respect to salary, wages, health benefits, within-grade increases, overtime pay, education pay, shift differential, premium pay, hours, other compensation matters and non-compensation issues at the same time as compensation issues;

WHEREAS, D.C. Official Code §38-102 (d) provides that "...[T]he Board of Education shall establish personnel policies and guidelines for the hiring of principals and other personnel by the Superintendent, but shall not make or approve personnel decisions or negotiate with representatives of employee organizations";

WHEREAS, Title 5 DCMR §607.10 requires the Superintendent to "...determine the appropriateness of a bargaining unit" based upon a petition for recognition received by the labor organization seeking to obtain exclusive recognition as the representative of the bargaining unit and the Superintendent has received information from AFSCME required to make such determination;

WHEREAS, the Superintendent has determined that Local 2401 is an appropriate bargaining unit because there is a community of interest among the employees in the unit

and the unit will promote effective labor relations and efficient operations of the school system;

WHEREAS, the Superintendent recommends that the Board of Education recognize Local 2401 as a new compensation unit and AFSCME as the exclusive representative for all employees in Local 2401 and approve the negotiated Local 2401 Agreement;

BE IT RESOLVED, that Board of Education determines that Local 2401 is an appropriate compensation unit that meets the requirements of D.C. Official Code §1-617.09 and Title 5 DCMR §607.10 and further certifies District Council 20, AFSCME, AFL-CIO, as the labor organization to be the exclusive representative of all employees in Local 2401. AFSCME shall have the right to act for and negotiate agreements covering all employees in Local 2401 and shall represent the interests of all employees who are in Local 2401 without discrimination and without regard to membership in the labor organization;

BE IT FURTHER RESOLVED, that the Superintendent is directed to negotiate with the AFSCME representatives in good faith and proceed expeditiously to negotiate the subsequent contract to replace the contract scheduled to expire on September 30, 2007;

BE IT FURTHER RESOLVED, that the Superintendent shall be responsible for transmitting the Local 2401 Agreement to the Mayor and City Council of the District of Columbia for their information.

May 16, 2007

Date Adopted



Attest