

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,
AFL-CIO, LOCALS 2978, 383, 1975, 1000, 2741, 2725, 3721, 3444
and METRO DISTRICT 1199-NUHHCE

and

THE DISTRICT OF COLUMBIA
CONCERNING
CHAPTER 16 OF THE DISTRICT PERSONNEL MANUAL

The American Federation of Government Employees, AFL-CIO Locals, 2978, 383, 1975, 1000, 2741, 2725, 3721, 3444 and Metro District 1199-NUHHCE and the District of Columbia (collectively, referred to as the “Parties”) have engaged in impact and effect bargaining over the District’s rule changes to Chapter 16 of the District Personnel Manual (DPM), in effect as of May 19, 2017, and have come to the following mutual understandings and agreements with regard to the application of these rules to District employees represented by the above listed Unions.

1. With respect to § 1602.2, the Parties agree that, to the extent there is a difference, any negotiated agreement between the District Government, or any of its agencies, and a Labor Organization covered by this Agreement shall take precedence over the specific provision in conflict with this chapter for employees in the bargaining unit represented by the labor organization.

2. With respect to § 1602.3(c), except in matters involving employees of the Metropolitan Police Department and Fire and Emergency Medical Services Department, the District agrees to notify the Unions of any need or request for any extension of time to complete an investigation and to consider comments from the Unions on that subject. The District of Columbia Department of Human Resources (“DCHR”) will then consider the reasons for the request for an extension of time and the Unions’ comments, if any, and make a determination as to whether it will grant the requested extension.

3. With respect to § 1605.4, though not exhaustive, the Parties agree that the following classes of conduct and performance deficits constitute cause and warrant corrective or adverse action under § 1605.4(b): (b) False statements, including: (1) Deliberate falsification of an application for employment or other personal history record by omission of a material fact or by making a false entry; (2) Deliberate misrepresentation, falsification, or concealment of material facts or records in connection with an official matter; (3) Knowingly and willfully making an incorrect entry on an official record or approving an incorrect official record; and (4) Knowingly and willfully reporting false or misleading information or purposely omitting material facts, to any supervisor. The District agrees to create and publish a definition for the term “personal history record” as outlined in the proposed § 1605.4(b) (1). The Parties agree that discipline based on a falsification of a

personal history record must be based on a record submitted to the District in the context of the employee's employment.

4. With respect to § 1605.4(c), though not exhaustive, the following classes of conduct and performance deficits constitute cause and warrant corrective or adverse action: (c) Fiscal irregularities. In order to establish cause for adverse or corrective action against an employee for engaging in "fiscal irregularities," the District must demonstrate that the fiscal irregularities were on-duty or otherwise related to the employee's job duties.

5. With respect to § 1605.4(e), the term "neglect of duty" as proposed in § 1605.4(e) shall be defined as "failing to carry out official duties or responsibilities as would be expected of a reasonable individual in the same position. Neglect of duty includes a failure to perform assigned tasks or duties, undue delay in completing assigned tasks or duties, careless work habits, conducting personal business while on duty, abandoning an assigned post, sleeping or dozing on the job, loafing or failure to render assistance to the public." The Parties agree that neglect of duty should not be used as a catch-all to encompass other misconduct addressed by other causes for discipline.

6. The Parties agree that in appropriate discipline related cases, agency heads may utilize the counseling program for troubled employees as provided under § 2007 of the CMPA (D.C. Code, § 1-620.07) (2006 Repl.).

7. The Parties agree that pursuant to § 1613.3, the Union will be provided a reasonable opportunity to attend resolution conferences with the employee. In the event that the employee declines Union representation, the Union will have the right to be a silent observer in the conference.

8. The Parties agree that when implementing §1617.7, the agency shall additionally provide the materials relied upon in support of the enforced leave action.

9. The District agrees that if the basis for placing an employee on enforced leave pursuant to § 1617.9 does not result in corrective or adverse action, any annual leave or pay lost as a result of the enforced leave action shall be restored within ninety (90) days of reinstatement.

10. With respect to § 1618.5, the Parties agree that if the materials cannot be provided or identified by the Agency at the time of notice, they shall be made available immediately to the employee for his or her review upon request. Any response time frame shall be held in abeyance until the materials are made available to the employee for his or her review.

11. With respect to §1618.6, the Parties agree that service will be accomplished by delivery to the employee in person, or to the employee's address of record, by US mail or by a commercial courier that provides delivery tracking and confirmation information. Service by email will only be used as a last resort after

utilizing one of the service methods identified above and there is evidence that the employee actually received the notice.

12. With respect to § 1619.3/§ 1619.4, the Parties agree that employees represented by AFGE and NUHHCE who have been placed on administrative leave pending a final disciplinary decision will be informed by notification to the employee of any request for an extension of the time limit set forth in section 1619.2, the reason for the request, whether the extension was granted or denied, and the reason for such grant or denial of the extension of time.

13. With respect to § 1621.2, the Parties agree that, an Agency head shall authorize an employee to use official time to prepare a written response to any notice of proposed action in the following amounts; a up to four (4) hours for proposed corrective actions and a maximum of (10) hours for proposed adverse actions.

14. For the purposes of section 1621.6, the following language will apply to AFGE and NUHHCE employees: “At the time of the response, an employee shall raise every defense, fact or matter extenuation, exculpation, or mitigation of which the employee has knowledge or reasonably should have knowledge or which is relevant to the reasons for the proposed action, specifications, or proposed penalty.”

15. With respect to §1622.7, the Parties agree that the Hearing Officer shall ensure that there are no substantive ex parte communications during the administrative review process. Any substantive inquiry or information sent by or to the hearing officer shall be served on the employee, the employee's representative (if any) and the agency representative.

16. With respect to § 1623.8, the Parties agree that if the 45 day time limit outlined in § 1623.6 is extended, the Union will receive notice of the extension prior to the expiration of the 45 days outlined in § 1623.6.

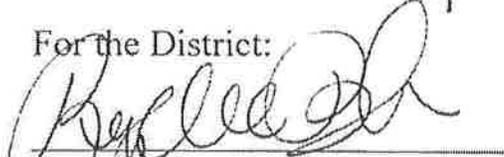
17. With respect to § 1635, the mediation procedures described in this section shall be available to bargaining unit employees. If mediation ends in an agreement, this precludes further grievance action. All mediation agreements are final and binding.

18. With respect to § 1699, days refers to calendar days for all periods of more than ten (10) days, otherwise, days are workdays.

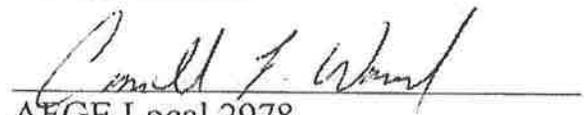
19. The foregoing eighteen numbered paragraphs represent the entirety of the Parties' agreement as to the impact and effect of the new proposed regulations on District employees represented by AFGE Locals 2978, 383, 1975, 1000, 2741, 2725, 3721, 3444 and Metro District 1199- NUHHCE. Any paragraph of the DPM not addressed by this Agreement is accepted as written by the Unions.

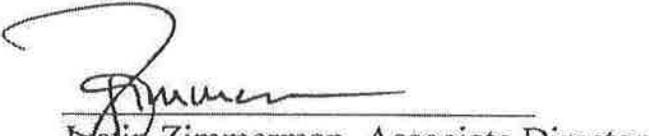
This 5th day of July 2018.

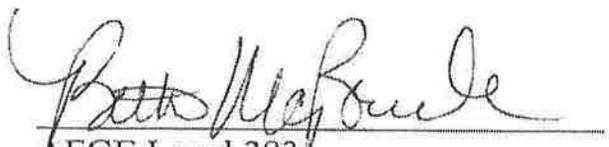
For the District:

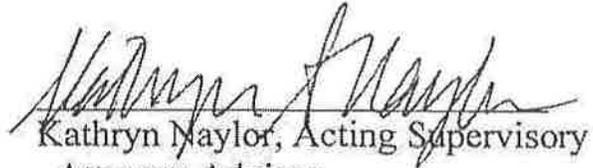

Repunzelle Bullock, Director
OLRCB

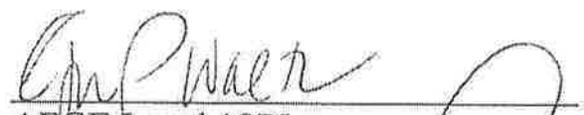
For the Unions:

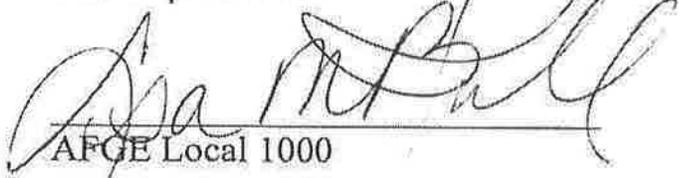

AFGE Local 2978


Justin Zimmerman, Associate Director
DC Human Resources


AFGE Local 383

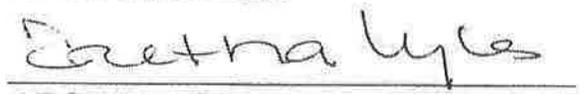

Kathryn Naylor, Acting Supervisory
Attorney Advisor
OLRCB


AFGE Local 1975


AFGE Local 1000


AFGE Local 2741


AFGE Local 2725


AFGE Local 3721

Metro District 1199-NUHHCE

AFGE Local 3444