

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

and

THE DISTRICT OF COLUMBIA

The National Association of Government Employees (NAGE) and the District of Columbia Government (District) (collectively referred to as the Parties) have engaged in impact and effect bargaining over the District's proposed rule changes to Chapter 16 of the District Personnel Manual (DPM), as published on November 20, 2015, and have come to the following mutual understandings and agreements with regard to the application of these rules to District employees represented by NAGE:

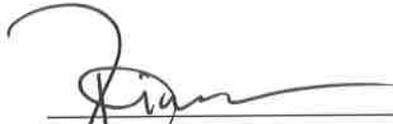
1. It is agreed and understood that Chapter 16 must be viewed in its entirety and in connection with *the Douglas Factors*.
2. Pursuant to 6B DCMR § 628, whenever there is a dispute as to cause in a disciplinary matter, the District shall bear the burden of proving disputed material facts by a preponderance of the evidence.
3. Section 1602.2 of the proposed regulations addressing how any conflicts between the regulations and an applicable collective bargaining agreement should be resolved does not inform the interpretation of any collective bargaining agreement or provision to which NAGE is a party and shall serve only as guidance to District officials. Any ambiguity or uncertainty as to whether the CBA applies will be read in favor of the application of the CBA.
4. With respect to the proposed section 1602.3, the District agrees to notify NAGE of any need or request for any extension of time to complete an investigation and to consider comments from NAGE 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 NAGE's comments, if any, and make a determination as to whether it will grant the requested extension.
5. Section 1605.4(a)(4) addressing certain conduct prejudicial to the District, including off-duty conduct that affects the employee's trustworthiness, is related to trustworthiness as to the performance of the employee's official duties and does not include conduct that is not related to the employee's work.

6. The District agrees to create and publish a definition for the term “personal history record” as used in the proposed section 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.
7. In order to establish cause for adverse or corrective action against an employee for engaging in “fiscal irregularities” (see proposed section 1605.4(c)), the District must demonstrate that the fiscal irregularities were on-duty or work related.
8. The term “neglect of duty” as used in proposed section 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 is 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, and loafing. 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.
9. Section 1613.3 of the proposed regulations provides for a resolution conference for proposed corrective actions. The Parties agree that section 1613.3(b) will not apply to employees represented by NAGE unless an NAGE representative was given a reasonable opportunity to be present at the resolution conference or the NAGE representative was given a reasonable opportunity to be present and available for the conference, but the employee turned away representation and confirmed his or her desire not to be represented in a written document a copy of which was supplied to the NAGE representative. No employee represented by NAGE shall be required to participate in a resolution conference.
10. If an agreement is not reached in accordance with section 1613.3, normal procedures to effectuate the suspension action originally proposed shall be followed.
11. The Parties agree that employees represented by NAGE who have been placed on administrative leave pending a final disciplinary decision will be informed 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.
12. The Parties agree that, if not deleted from the final published regulations, the language of the proposed section 1621.6 shall not apply to employees represented by NAGE. The following language will apply to NAGE 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.”

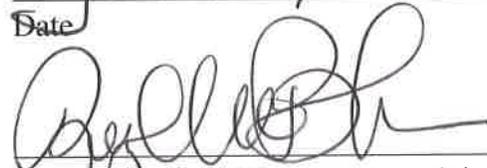
13. The Parties agree that, in reaching a final decision with regard to proposed corrective or adverse action, the deciding official may not increase the proposed penalty.

14. The foregoing thirteen 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 NAGE.

For the District of Columbia:


Justin Zimmerman, Associate Director
Policy and Compliance Administration
D.C. Department of Human Resources

June 3, 2016
Date

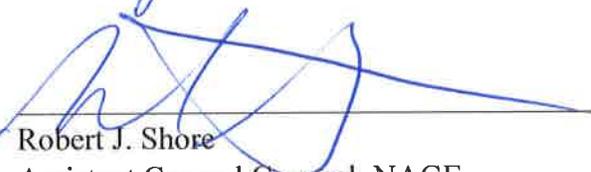

Repunzelle Bullock, Attorney Advisor
D.C. Office of Labor Relations and
Collective Bargaining

June 2, 2016
Date

For NAGE:


Lee Blackmon
Deputy Director, NAGE Federal Division

May 31, 2016
Date


Robert J. Shore
Assistant General Counsel, NAGE

May 31, 2016
Date