

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA GOVERNMENT

DEPARTMENT OF HUMAN SERVICES, OFFICE OF THE CHIEF MEDICAL EXAMINER

AND

FEDERAL EMPLOYEES AND TRANSPORTATION WORKERS, LOCAL 960, LIUNA

.....  
EFFECTIVE THROUGH SEPTEMBER 30, 1990

# TABLE OF CONTENTS

## ARTICLES

## PAGE

	Preamble .....	1
1	Recognition .....	1
2	Employee Rights .....	2
3	Management Rights .....	2
4	Bargaining Unit Representation .....	4
5	Union Security .....	5
6	Labor-Management Cooperation .....	7
7	Non-Discrimination .....	8
8	Merit Promotion .....	8
9	Details and Temporary Promotions .....	9
10	Performance Ratings .....	11
11	Training and Development .....	11
12	Classification and Job Descriptions .....	12
13	Official Personnel Folder .....	13
14	Leave .....	13
15	Health and Safety .....	16
16	Physical Examinations .....	18
17	Uniforms .....	18
18	Hours of Work .....	18
19	Overtime .....	19
20	Reduction-In-Force .....	19
21	Contracting Out .....	20
22	Retirement Counseling .....	20
23	Probationary Employees .....	21
24	Adverse Action .....	21
25	Actions Based on Unacceptable Performance .....	22
26	Strikes and Lockouts .....	23
27	Grievance Procedure and Arbitration .....	24
28	Reorganization and Technical Change .....	26
29	Bulletin Boards .....	27
30	Change in Authority .....	27
31	Printing and Distribution .....	27
32	Savings Clause .....	27
33	Duration .....	28
	Addendum to the Contract .....	30

## PREAMBLE

### Section A:

This agreement is entered into on this 17th day of January, 1985 between the Office of the Chief Medical Examiner, Department of Human Services, District of Columbia Government, hereinafter referred to as the Employer and the Federal Employees and Transportation Workers, Local 960 Laborers' International Union of North America, hereinafter referred to as the Union.

### Section B:

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

### Section C:

It is agreed that in all cases where the male form of the third person is used, such pronoun shall refer to both male and female employees.

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

## ARTICLE 1 RECOGNITION

### Section A:

The District of Columbia hereby recognizes the Federal Employees' and Transportation Workers', Local Union 960, Laborers' International Union of North America as the exclusive bargaining agent for all employees in the unit as described in Section B on compensation and non-compensation issues.

Section B:

The unit to which this agreement is applicable consists of "all nonprofessional employees of the Office of the Chief Medical Examiner, Department of Human Services, excluding management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity."

ARTICLE 2  
EMPLOYEE RIGHTS

Section A:

The Employer and the Union agree that employees have the right to join, organize, or affiliate with or to refrain from joining, organizing or affiliating with a Union or acting as a representative of the Union. Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity.

The terms of this contract do not preclude any employee or the Employer from bringing matters of personal concerns to the attention of appropriate officials in accordance with applicable laws, regulations, and procedures.

Section B:

Employees have the right to information on personnel policies and practices and other matters affecting their working conditions allowable by law, rules and regulations. The Employer and the Union have a mutual interest in improving communication with employees on such matters.

ARTICLE 3  
MANAGEMENT RIGHTS

Section A:

The provisions of Section 1708, Management Rights prescribed in the D.C. Comprehensive Merit Personnel Act (CMPA) (D.C. Law 2-139) shall be the management rights and as such are beyond the scope of negotiability or the grievance procedure.

Section B:

The Employer has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance procedure. However, in the exercise of such rights, the Union may grieve where there has been a violation of any terms specified in this agreement. Without excluding the terms of Section A of this Article, Management Rights shall include but not be limited to:

1. To direct employees of the Department;
2. To hire, promote, transfer, assign, and retain employees in positions within the Department, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the District Government operations entrusted to them;
5. To determine the mission of the Department, its budget, its organization, the number of employees, types and grades of positions assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices;
6. To determine the qualifications of employees for appointment, promotion, step increases, etc., and to set standards of performance and conduct;
7. To formulate, change or modify Department rules, regulations and procedures; and,
8. To take whatever actions may be necessary to carry out the mission of the District Government in emergency situations. In these circumstances, the Employer will notify the Union of its determination on how to utilize the bargaining unit employees during an emergency.

### Section C:

In matters not specifically covered by language within this article, the Union recognizes that Management shall have the right to make decisions in such areas on a unilateral basis, subject to notification of the Union; such decisions shall not be subject to the grievance procedure or arbitration. However, in the exercise of such rights, the Union may grieve where there has been a violation of any terms specified in this agreement.

## ARTICLE 4 BARGAINING UNIT REPRESENTATION

### Section A. - Employee Representatives:

Union stewards shall be designated by the Union and recognized by the Employer. Stewards are authorized to perform and discharge duties and responsibilities which may be assigned to them under the terms of this contract. The Employer agrees to recognize two (2) Union stewards.

A Union representative when leaving his work site to transact permissible Union business, as defined by this Agreement, during work hours, first shall obtain permission from his immediate supervisor. Such permission shall not be unreasonably denied.

If the Union representative remains in his own work area, he will notify the appropriate supervisor, or senior technician in his absence, of his intent to confer with employees in his own area.

The Employer agrees that permission for a Union representative to participate in the grievance process will not be unreasonably delayed; however, the Union recognizes that work load and scheduling considerations will not always allow for the release of employees from their own assignments, nor shall the presentation or receipt of grievances interfere with the performance and reporting requirements of employees.

The Union will provide Management with a current list of all stewards and officers and will keep Management informed of any changes in representation.

### Section B. - Union Activity:

The activity of Union officers and representatives shall consist of the following:

1. Assisting employees in the presentation of grievances and appeals;

2. Furnishing the employee advice on his rights and privileges under this Agreement;
3. Arranging for whatever witnesses and obtaining other information or assistance relative to a grievance or appeal; and,
4. Consulting with management officials where provided in this Agreement.

Reasonable official time will be provided by the Employer to Union stewards to receive, investigate, process, and present grievances.

#### Section C. - Union Visitation:

The Employer agrees that accredited representatives of LIUNA shall be admitted on the premises during working hours to conduct Union business. Advance notification will be given to the appropriate supervisor of the facility to be visited. Such notification requirements shall not be unreasonable.

#### Section D. - Internal Union Business:

Internal Union business will not be conducted on the Employer's time. This includes, but is not limited to:

1. Discussion of matters related to the management or operations of the Union;
2. Collection of dues or other funds;
3. Solicitation of membership; and,
4. Campaigning for elective office in the Union.

### ARTICLE 5 UNION SECURITY

#### Section A:

Each employee who is a member of the Union on the effective date

of this Agreement or who becomes a member during its term shall retain his/her membership during its term for the duration of this Agreement unless applicable District Government regulations permit earlier cancellation by the employee or the employee leaves the bargaining unit.

#### Section B:

Any present or future employee, who is not a union member and who does not make application for membership, may pay to the Union each month a service charge as contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. No action shall be taken by the Union or the Employer that discriminates against any employee because of his refusal to make such contribution.

#### Section C. - Dues Allotment:

1. The Employer shall deduct from each payment of salary the periodic membership dues of each member of the Union in the bargaining unit who authorizes such deduction and shall pay over to the Union such amount deducted on a regular basis, less a fee of seven (7) cents per deduction, as a fair value of the cost to the Employer for performing this service.
2. Any allotment will automatically be terminated when any of the following occurs:
  - (a) Loss of exclusive recognition.
  - (b) Transfer of the employee outside of the unit in which the Union has exclusive recognition.
  - (c) Separation of the employee for any reason including death or retirement.
  - (d) Receipt by the D.C. Office of Labor Relations of notice that the employee has been expelled or has ceased to be a member in good standing of his local Union.
  - (e) When an employee in the unit is promoted or assigned to supervisory, professional, or confidential status.



3. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the D.C. Office of Labor Relations of a D.C. Form 277. A termination of allotment under this section shall be effective beginning the first full pay period following either March 1 or September 1. Management will not accept requests for termination of Union dues until six weeks prior to March 1st or September 1st.
4. The Union agrees to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this section. Neither the Union nor any employee shall have a claim against the employer for any deduction made or not made, as the case may be.

## ARTICLE 6 LABOR-MANAGEMENT COOPERATION

### Section A:

It is agreed that the Chief Medical Examiner or his designee and the Union shall meet quarterly to further labor-management cooperation. The parties shall each select two members from the Department to serve on this committee.

### Section B:

The committee may discuss working conditions and terms of employment. It is understood that grievances or problems of individual employees shall not be a subject of discussion at this meeting, nor shall the meeting be for any purpose which will modify the provisions of this Agreement.

### Section C:

The Department and the Union agree to exchange agendas of topics to be discussed at least five days in advance of the date set for the meeting. The agenda will be adhered to during the meeting.

### Section D:

The members of the Labor-Management Committee shall be granted official time to attend the meetings during the regular working hours. The Union shall notify the Department at least one day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member.

Section E:

Management will keep the minutes at each meeting and be responsible for distributing them to all members of the committee.

ARTICLE 7  
NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws or regulations because of race, age, sex, marital status, color, religion, national origin, political affiliation, handicap or sexual orientation.

Complaints of discrimination concerning this Article shall be considered by the appropriate administrative agency having jurisdiction over the issue and shall therefore not be subject to the negotiated grievance procedure.

ARTICLE 8  
MERIT PROMOTION

Section A:

It is agreed that the policy of the District Government is to utilize skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. Therefore the Employer and the Union agree to encourage all employees within the Unit to familiarize themselves with the provisions of the D.C. Office of Personnel Merit Staffing Plan and also encourage them to strive for self-improvement factors.

Section B:

Copies of the Merit Staffing announcements will be posted on departmental bulletin boards for the period for which applications will be accepted.

Section C:

The Employer agrees that all promotions will be processed under the D.C. Office of Personnel Merit Staffing Plan.

ARTICLE 9  
DETAILS, TEMPORARY PROMOTIONS AND ACTING PAY

Section A. - Definition:

A detail is a temporary assignment of an employee to a different position for a specific period, with the employee returning to his/her position at the end of the detail. Technically a position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed.

Section B:

Details are intended for meeting temporary needs of the Agency's work program when necessary services cannot be obtained by other desirable or practical means. Details may be made appropriately under circumstances such as the following but shall not be limited to:

1. Emergency Details: To meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences, agencies may detail employees for up to one (1) year with approval of the Director of Personnel. Extensions beyond one (1) year will be granted only for unusual circumstances.
2. Other Details: Pending arrangements to fill position(s) permanently (i.e. description and classification of duties, and competitive appointment), and for training purposes (particularly where training is a part of established promotion or developmental programs).

Section C:

Details in excess of thirty (30) days will be reported on D.C. Standard Form 52 and maintained as a permanent record in official personnel folders. All details to higher grade positions will be confined to a maximum initial period of 120 days plus one (1) extension for a maximum period of 120 additional days. Details shall not extend beyond 120 days unless prior approval is obtained from the D.C. Office of Personnel and the maximum extension may be an additional 120 days. (Except during a major reorganization, agencies may detail up to one (1) year and may receive extensions up to one (1) year from the Director of Personnel).

Notification of Detail - except in emergencies, notification of details shall be given to the affected employee in writing five (5) working days prior to its proposed implementation.

Details will be made in accordance with District policies and regulations.

#### Section D:

An employee detailed or assigned to perform duties at a higher graded position for more than 120 consecutive days shall receive acting pay and have their pay adjusted to the higher rate of pay beginning the first full pay period following the 120 day period.

#### Section E:

Experience gained on a detail to a position in the bargaining unit will be considered under Merit Promotion for promotion to that position. However as in normal hiring procedures, the most qualified applicant shall be selected.

#### Section F:

A career employee may be given a temporary promotion to meet a temporary need. At the end of the specified period of time, the employee shall be returned to the same or comparable position from which the employee was temporarily promoted.

1. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.
2. A temporary promotion exceeding 120 days shall be made in accordance with merit promotion procedures.
3. Conversion of a temporary promotion was made in accordance with merit promotion procedures.

#### Section G:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures. Classification issues shall be appealed in accordance with the District Personnel Manual (DPM).

ARTICLE 10  
PERFORMANCE RATINGS

Section A:

The Employer agrees to assure fair employee evaluation; therefore, the performance of employees in the bargaining unit shall be annually evaluated.

Section B:

Performance evaluations shall be reviewed by the rater and the employee. During the review, the Performance Report may be changed if by the mutual agreement of the rater and employee. The form shall be signed by both the rater and the employee. An employee has the right to appeal the rating in accordance with DPM procedures after it has been completed, including the review and approval process.

Section C:

The present system will remain in effect until a new rating system is implemented.

ARTICLE 11  
TRAINING AND DEVELOPMENT

Section A:

The Employer and the Union agree that training and development of employees are mutually beneficial. To this end, the Employer agrees to provide on the job training to all employees for the safe and effective performance of any job they may hold while employed in the Office of the Chief Medical Examiner.

Section B:

When equipment or technology is introduced to the work area of the employee concerned and requires the training of personnel, employees who are expected to use that equipment will be trained on its operation. Employees will receive a statement signed by the instructor and/or supervisor describing the training program. A copy of this statement will be placed in the temporary folder of the Chief Medical Examiner.

Employees will be required to participate in scheduled training sessions regarding the use of newly acquired equipment in their specific area by the Chief Medical Examiner.

Section C:

The Employer agrees to assist and inform employees regarding training by collecting and posting all current information on training that the Employer may be able to provide.

ARTICLE 12  
CLASSIFICATION AND JOB DESCRIPTIONS

Section A:

The Employer shall make all reasonable efforts to maintain current and accurate job descriptions for all positions within the bargaining unit. Each employee will, upon request, be furnished a copy of his current job description.

Section B:

If an employee feels that the title, series, or grade of his position is incorrect, he shall discuss the matter with his supervisor. If, after discussion, the employee is still dissatisfied he may exercise his rights under Classification Appeals Procedures of the District Personnel Manual.

Section C:

Within budget limitation and available staff, employees will be assigned to work that is reasonably related to the duties and responsibilities of the position.

Section D:

Other duties as assigned shall be interpreted to mean work that is appropriate to the duties and responsibilities of the position.

Section E:

The employee may be accompanied by his shop steward or chief steward in presenting his request and discussing it with appropriate officials of the Employer.

Such discussions will include Position Controls, Duties and Responsibilities, and other pertinent factors.

Section F:

The Employer agrees to consider fully any information which the employee or his Union Representative may wish to present.

ARTICLE 13  
OFFICIAL PERSONNEL FOLDER

The Official Personnel Folder (OPF) of all employees covered by this Agreement shall be maintained by the D.C. Office of Personnel.

Each employee shall have the right to examine his OPF and copy material upon request. An employee must first receive permission from his/her supervisor before leaving the work site to examine his OPF. The Official Personnel Folder will be controlled and maintained and access to it granted in accordance with regulations issued by the Mayor.

Each employee shall have the right to present information pertinent to any material in the OPF.

Disclosure of material contained in the official personnel records shall be in accordance with rules and regulations issued by the Mayor.

An employee shall have the right to review the temporary file in the Office of the Chief Medical Examiner. Any material in such file will not be released to the public without the written authorization of the employee.

ARTICLE 14  
LEAVE

Section A. - Procedure for Application for Leave:

Any request for a leave of absence shall be submitted in writing on the appropriate form by the employee to his immediate supervisor, or in the absence of the immediate supervisor, an appropriate management designee. The request shall state the length of time off the

employee desires and the type of leave except for emergencies. Any employee's request for immediate leave due to family death or sickness shall be granted or denied immediately as provided for in the District Personnel Manual.

A request for a short leave of absence, not to exceed three days shall be answered before the end of the work shift in which the request is submitted. Such requests shall be made during the first half of the shift.

A request for leave of absence between four to seven days must be submitted five days in advance and answered within five days except for scheduled vacations, as provided for in Section B of this Article. If the request is disapproved, the supervisor shall return the written request with the reasons for the disapproval indicated.

Upon the completion of any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was granted.

#### Section B. - Vacation Schedules:

The Employer reserves the right to determine the number of employees in each job category who may be on scheduled annual leave at any given time. Vacation schedules shall be based on employee requests and posted as early in the leave year as possible. Once posted, schedules may not be changed except by mutual agreement of the parties concerned or in the case of emergency. Scheduling conflicts will be resolved, first by discussions with employees involved, and then based on the needs of the service.

#### Section C. - Sick Leave Allowance:

Call in and reporting time to request emergency annual or sick leave shall not be less than two (2) hours before the start of the regular working day, where work schedule requires such advance notification; however, in non-twenty-four (24) hour operations; employees will call in at the time their tour begins. The Employer may allow reasonable latitude in extreme emergencies.

Sick leave shall be granted in accordance with Chapter 12 of the District Personnel Manual (DPM) to employees incapacitated by illness or for appointments with physicians, dentists, diagnostic examinations, x-rays, or for any other purpose established in the District Personnel Manual. Employees may request sick leave when



a member of the immediate family or an employee is afflicted with a contagious disease and requires the care and attendance of the employee. Sick leave for medical, dental, or optical appointments should be requested in advance.

Advance sick leave of thirty (30) working days or less may be granted to permanent or probational employees. An employee's request for advanced sick leave must be supported by a statement from the physician. Advanced sick leave may be granted in accordance with the DPM. An employee will be required to furnish evidence acceptable to the Employer for any absences of more than three (3) days as provided for in the DPM. Such certification for shorter periods can be required only if the employee has been individually informed of the requirement in advance, in writing.

#### Section D. - Parenthood Leave:

Maternity leave before and following childbirth shall be granted at the request of the employee. The period of absence is to be determined by the employee, her physician, and supervisor on an individual basis. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay.

Paternity leave (annual leave, LWOP, or combination of both) may be granted up to two weeks following childbirth. Extensions shall be at the option of the Employer.

#### Section E. - Educational Leave:

Upon completion of the education leave of the employee concerned, the Department will make reasonable effort to return the employee to his/her former position, equal position, or to a higher position as determined by the Employer based upon the satisfactory completion of the education program of the designated employee.

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence for educational purposes, provided that staffing needs are maintained and successful completion of the course will contribute to the work of the Department. The period of leave of absence may not exceed one (1) year, but it may be extended at the Employer's discretion.

#### Section F. - Leave for Union Business:

1. LIUNA officials may request the use of their annual leave or (accrued) compensatory leave time to attend union sponsored activities.

2. The approving management official may approve administrative leave for unit employees to attend activities of mutual benefit to the Union and the Employer as mutually agreed upon, provided it creates no conflict with staffing needs. The Business Manager of the Union or his designee and the Chief Medical Examiner or his designee will determine activities of mutual benefit.
3. Should applications for leave under this Article be disapproved, the Department agrees, upon request, to notify the Union in writing of the reason.

## ARTICLE 15 HEALTH AND SAFETY

### Section A:

The Employer will make every effort to provide and maintain safe working conditions. 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 B. - Corrective Action:

Employees will not be requested to perform duties in areas which are unsafe and unhealthy as determined by Management and/or the Safety Committee.

An employee who believes he is working in unsafe conditions shall immediately report such conditions to the supervisor. If the safety problem cannot be corrected by the supervisor, each party shall notify their respective Co-chairpersons on the Safety Committee, which will investigate the condition as soon as practicable. If the joint committee agrees that the job is unsafe, the situation shall be rectified by the Employer as soon as possible or within the constraints imposed by higher authority.

Employees who believe they are working in unsafe conditions shall not take steps, other than communicating the facts to prevent another employee from working on the job. Employees will not be discriminated against for reporting unsafe conditions.

### Section C. - Emergency Medical Attention:

The Employer agrees to provide facilities for first-aid and to make first aid kits immediately accessible to employees injured on

the job. Also in the event of injury on the job, the Department will take appropriate action to provide the employee medical attention.

Section D. - Safety Devices and Equipment:

In the interests of maintaining standards of safety, the Employer agrees to provide appropriate safety devices and protective equipment to safeguard employees from injury, provided such devices or equipment are necessary or required by the Employer or the law. The use of such safety devices and protective equipment shall be mandatory. The Union agrees to encourage its members to observe all safety practices, rules and regulations.

Section E. - Safety Committee:

A safety committee shall be established to investigate safety issues as prescribed in this Article. It shall consist of two Union representatives and two Management representatives. One Union and one Management representative shall serve as Co-Chairpersons.

The Committee shall meet quarterly unless emergency conditions require the convening of a special meeting, as provided in Section 3 of this Article. The Committee may discuss and make recommendations to the Employer regarding:

1. Safety devices and equipment;
2. Laboratory uniform and protective gear;
3. Safety problems relating to the Medical Examiner's Office; and,
4. Educating employees and/or stewards on safety matters.

The Safety Committee shall be responsible for conducting safety surveys, making recommendations to the Chief Medical Examiner, and consulting with or rendering assistance to the Department Safety Officer upon his/her request.

Management shall provide reports on any action taken on recommendations made by the Safety Committee. Safety matters not solved by the Safety Committee may be submitted to the Commissioner for resolution.

ARTICLE 16  
PHYSICAL EXAMINATIONS

Management agrees that unit employees are exposed to contagious diseases during the course of performing their duties. Therefore, Management will provide semi-annual physical examinations for bargaining unit employees.

ARTICLE 17  
UNIFORMS

The Employer agrees to continue to issue uniforms to employees in the bargaining unit where they are appropriate for the season and job duties performed, or necessary as determined by Management.

The Employer also agrees to replace worn items as needed within sixty (60) days upon return of unserviceable item(s).

The Employer will investigate the possibility of purchasing heavy duty laundry/drycleaning equipment. This will be a proper subject for Labor-Management meetings.

This Article is subject to budgetary limitation.

ARTICLE 18  
HOURS OF WORK

Section A:

Each regular weekly work shift shall be forty (40) hours of work and may be performed within a period of not more than five (5) consecutive days Monday through Friday, except where continuous operations exist. In areas of continuous operations, the forty (40) hour work week shall consist of five (5) days, not necessarily consecutive. Each work shift shall have a regular starting time and shall extend for eight (8) consecutive hours. Employees are subject to a rotational seven (7) day, twenty-four (24) hour, three shift tour of duty, or may be assigned to one shift as deemed best for them and the Office of the Chief Medical Examiner from time to time.

• Section B:

It is recognized that the Employer has the right to assign employees to the various working shifts (days, evenings, nights) whenever the interest of the service so requires, but such assignments shall not be used as a form of punishment, discrimination, or coercion.

Section C:

It is agreed that permanent changes in an employee's shift assignment shall not be made without prior discussion with the employee involved.

Section D:

Notwithstanding the above, management shall take whatever actions are required in covering staff shortages to ensure that the agency can fulfill its mission.

ARTICLE 19  
OVERTIME

Section A. - Distribution:

Overtime work shall be assigned on a rotational basis, when feasible, to employees within the same job classification of the unit. Such overtime will be assigned according to the needs of the Department and will be distributed equally to the extent possible.

Section B:

Overtime work will be voluntary, however, any employee may be required to work overtime in the case of emergency.

ARTICLE 20  
REDUCTION-IN-FORCE

Section A:

The employer agrees to conduct reduction-in-force actions in accordance with applicable rules and regulations of the District of Columbia Government.

Section F:

Appropriate consultation will be held with the Union as far in advance as possible.

Section C:

Employees displaced through reduction-in-force may be given the opportunity to transfer to vacancies in the Department, provided only that they are able to perform the work in the position. Employees so transferred will be given the amount of training normally given a new employee in the position. Such transfers will be made in accordance with applicable laws and regulations of the District of Columbia Government.

ARTICLE 21  
CONTRACTING OUT

Section A:

During the term of this Agreement the Employer shall not contract out work regularly performed by employees covered by this Agreement, except where manpower and equipment in the Department of Human Services are not available to perform such work. Provided however, that contracting out will be performed when required by direction of the Director of Human Services.

Section B:

Appropriate consultation will be held with the Union when it is anticipated that work may be contracted out that impacts on the employees in the unit.

ARTICLE 22  
RETIREMENT COUNSELLING

Section A:

The Department will provide counselling to employees who are of retirement age. The counselling will include information on voluntary deductions, benefits, insurance, and assisting employees in preparing all necessary retirement papers.

Section B:

Additional information will be provided in the Training Courses on Retirement as scheduled by the Department.

ARTICLE 23  
PROBATIONARY EMPLOYEES

Section A:

A probationary employee will be counselled by his supervisor within the first 90 days after entrance into the position in which he is serving the probationary period. The employee will be advised if there are any areas of his job performance or conduct that need improvement. Additional counselling or instruction shall be given to the employee as deemed necessary by the supervisor. The employee may request a meeting to discuss his job performance or conduct with his supervisor at any time after the initial counselling session.

ARTICLE 24  
ADVERSE ACTIONS

Section A:

For the purpose of this article, adverse actions will be defined in accordance with Title 16 of D.C. Law 2-139 (D.C. Code, Section 1-617.1)

Section B:

The employee will notify the Union of all officially contemplated adverse actions against him or her as soon as possible after notification is given to the employee.

Section C:

Adverse Actions shall be taken only for just cause and the employee will be notified of his rights to appeal including procedures to be followed.

Section D:

During investigative meetings related to adverse proceedings, an employee shall have the right to Union representation if desired.

Section E:

Appeals shall be in accordance with District policies and will not be subject to the grievance procedure.

ARTICLE 25  
ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE

Section A:

This article applies to reduction in grade or removal based on unacceptable performance under the D.C. Comprehensive Merit Personnel Act (CMPA).

Section B:

An employee whose reduction in grade or removal is proposed under the CMPA is entitled to:

1. At least thirty (30) days advance notice of the proposed action which identifies:
  - a. Specific instances of unacceptable performance by the employee upon which the proposed action is based; and,
  - b. The critical elements of the employee's position involved in each instance of unacceptable performance.
2. Be represented by an attorney or other representative;
3. A reasonable time (not less than 10 days) to answer orally and in writing; and,
4. A written decision which:
  - a. In the case of reduction in grade or removal under the CMPA, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and,



- b. Unless proposed by the head of the department/agency, has been decided by an official who is in a higher position than the official who proposed the action. action.

Section C:

An employee who has been reduced in grade or removed based on unacceptable performance is entitled to appeal the action to the D.C. Office of Employee Appeals (OEA) in accordance with the rules of the OEA and applicable District of Columbia personnel rules, regulations, and procedures.

ARTICLE 26  
STRIKES AND LOCKOUTS

Section A:

It is recognized by the Union and Management that the need for continued and uninterrupted operation of the Department is of paramount importance to the public and that there should be no interference with such operation.

Section B:

Under the provisions of Section 1705 of D.C. Law 2-139, (§1-618.5, D.C. Code 1981 ed.) it is unlawful to participate in, authorize, or ratify a strike.

Section C:

For the purpose of this contract, the term strike includes any strike or concerted action with others involving failure to report for duty, refusal to perform duties, or any unauthorized work slowdown or stoppage.

Section D:

The Department may discipline, as deemed appropriate by management, any employee who engages in a strike.

Section E:

Upon notification to the Union of a strike, the Union will immediately issue a release to the media disavowing the strike. The Union will also promptly direct unit employees to resume their

normal work duties.

Section F:

Subject to the Union's faithful compliance with the provisions of this article, no lockout shall be instituted by the Employer during the term of this Agreement.

ARTICLE 27  
GRIEVANCE PROCEDURE AND ARBITRATION

Section A. - General:

1. This procedure is established for use in the settlement of grievances. The term "Grievance" means a complaint by the employee or the union that there has been a violation, or misinterpretation of the provisions of this agreement.
2. No step of this procedure may be skipped except by mutual consent. Time limit for responding commences on the day following receipt of the grievance.
3. Matters not within the jurisdiction of the Director, Department of Human Services, or for which statutory appeal rights exist will not be processed as a grievance under this Article.
4. Each grievance filed at steps 2 and 3 of this procedure shall contain:
  - a. The date grievance occurred.
  - b. Name of Union Representative filing grievance.
  - c. Date Grievance filed.
  - d. Name of grievant and worksite.
  - e. Name of Section Chief, Administrator, or other Management Official with whom grievance was filed.
  - f. Nature of grievance.

g. Article and Section of Contract violated.

h. Relief Requested.

5. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism or vice versa.
6. If otherwise in a duty status, the employee and his Union representative if employed by the District of Columbia Government, are entitled to a reasonable amount of official time to present and pursue the grievance.
7. A copy of all grievances filed at Step 2 or above will be submitted simultaneously to the D.C. Office of Labor Relations and Collective Bargaining.
8. Working days mean Monday through Friday,

Section B. - Procedures:

Pursuant to Section 1706 of the Comprehensive Merit Personnel Act, an individual employee may present a grievance at any time to his or her employer without the intervention of a labor organization. Such an employee may not utilize the arbitration provisions of this agreement. However, the exclusive representative is afforded the effective opportunity to be present and to offer its view at any meetings held to adjust the complaint.

Step 1: The aggrieved employee with or without the Union representative shall take up the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall respond orally to the employee or Union Representative within seven (7) working days. If the grievance is presented in writing, the response will be in writing.

Step 2: If the grievance is unresolved, it shall be presented in writing by the Union representative to the Chief Medical Examiner or his representative within ten (10) working days after the response of immediate supervisor is due. The Chief Medical Examiner or his representative shall respond in writing to the Union representative within ten (10) working days.

Step 3: If the grievance is still unresolved it shall be presented in writing by the Union representative to the Commissioner within ten (10) working days. The Commissioner or his representative shall reply in writing to the Union representative within twenty (20) working days. Notwithstanding the above, if in any situation in which the law requires the Director to make a decision, the Director shall be substituted for the Commissioner.

Step 4: If the grievance is still unresolved, either party may within fifteen (15) calendar days after the reply at the previous step is due, invoke arbitration. Arbitration will only be invoked with concurrence of individual employee or employees concerned except for the disputes between the Union and the Employer.

Step 5: Within fifteen (15) calendar 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 (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and will 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 decision within thirty (30) calendar days after the conclusion of testimony and argument.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and make copies available without charge to the other party and the arbitrator.

## ARTICLE 28 REORGANIZATION AND TECHNOLOGICAL CHANGE

Management will consult with the Union within reasonable time, but not less than fifteen (15) working days, prior to implementation on any reorganization or technological change that can be expected to substantially alter the terms and conditions of employment of bargaining unit employees.

ARTICLE 29  
BULLETIN BOARDS

Section A:

The Employer agrees to provide the Union one bulletin board to be placed in the autopsy room office. The Union shall use this bulletin board for the purpose of advising members of meetings and any other legitimate Union information pertinent to employees in this unit. Only election materials relating to internal Union elections may be posted. The Union will be responsible for maintaining the bulletin board.

Section B:

Notices shall not contain any political, derogatory, or libelous statements or materials.

ARTICLE 30  
CHANGE IN AUTHORITY

It is recognized that due to the multifaceted scope of responsibility, the nature and the structure of the Department, decisions will be made by higher authority such as courts, Mayor, City Council, Congress, etc., which may change a provision in this contract. In such a case appropriate consultation will be held to discuss the impact of the change if it effects mandatory negotiable terms and conditions of employment.

ARTICLE 31  
PRINTING AND DISTRIBUTION

The Union and the Employer agree to share the cost of reproducing and distributing this agreement.

ARTICLE 32  
SAVINGS CLAUSE

Section A:

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof.

In that event, either party shall have the right to demand negotiations for a substitute provision.

ARTICLE 33  
DURATION

Section A:

This Agreement shall be in full force and effect from the date this Agreement is signed by the Mayor, or his designee, or as provided otherwise in the Compensation Agreement that has been negotiated at the same time as this Agreement, and shall remain in effect until the expiration date of the compensation agreement. The Agreement shall be automatically renewed for an additional three (3) year period unless either party gives written notice at least ninety (90) and not more than 180 days prior to the stated termination date of its desire to renegotiate the Agreement.

Section B:

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.) the provisions of this Agreement may be suspended by the Mayor during the time of emergency.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 13<sup>th</sup> day of April, 1988.

FOR THE DISTRICT OF  
COLUMBIA GOVERNMENT

Michelle L. Fries

Bernadine Fisher Brown

FOR THE FEDERAL EMPLOYEES  
AND TRANSPORTATION WORKERS,  
LOCAL 960, LIUNA

James C. Sanger  
Buckner Manager  
Annie L. Burton

Jan C. F.

James A. Barnes

Amie L. Butler

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the Federal Employees and Transportation Workers, Local 960, LIUNA, dated April 13, 1988 has been reviewed in accordance with §1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 and is hereby approved this 13 day of April, 1988.

Marion Barry, Jr.  
MAYOR

## ADDENDUM TO THE CONTRACT

The following provisions are for informational purposes only and were not negotiated,

### I. SICK LEAVE. - ACCUMULATION:

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

### SICK LEAVE. - UNUSED:

Employees shall be credited for unused sick leave by having such sick leave counted as time in service for retirement purposes as provided by regulations of the Office of Personnel.

### II. COURT LEAVE:

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

### III. CIVIC DUTY:

Employees required to appear before a court or other public body on any matters 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.

### IV. LEAVE WITHOUT PAY (LWOP):

Leave of absence without pay for a limited period may be granted for a reasonable purpose. Such leave shall be requested on the appropriate forms.



1. Rates of Pay:

Overtime work shall be paid for at the appropriate overtime rates in accordance with current regulations.

2. Daily:

All work performed in excess of eight hours in any work day.

3. Weekly:

All work performed in excess of forty hours in any basic work week.

VI. OFFICIAL TRAVEL:

Within applicable budgetary limitations, employees in the bargaining unit shall be reimbursed in accordance with the District Government Regulations for Transportation and Parking expenses incurred in the performance of their official duties.

An employee who has been reduced in grade or removed based on unacceptable performance is entitled to appeal the action to the D.C. Office of employee Appeals (OEA) in accordance with the rules of the OEA and applicable District of Columbia personnel rules, regulations and procedures.