

**MEMORANDUM OF AGREEMENT BETWEEN THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 631 AND THE DISTRICT OF COLUMBIA GOVERNMENT ON THE IMPLEMENTATION OF THE D.C. PERSONNEL MANUAL , CHAPTER 4 SUITABILITY**

1. The District of Columbia agrees for all bargaining units, which are subject to DPM Chapter 4, Suitability, represented by the American Federation of Government Employees, AFL-CIO, Local 631, the collective bargaining agreement in effect for the Union's bargaining units shall govern all procedures for drug and alcohol testing and all procedures for discipline, including removal.

2. Upon request, the District of Columbia agrees it shall provide to the President of AFGE Local 631, annually, a list of bargaining unit positions designated as safety-sensitive and a list of bargaining unit positions designated security sensitive

3. The District of Columbia agrees, for the Union's bargaining units, the enhanced suitability screenings shall apply to positions which meet the criteria set forth in 4 DPM Secs. 409 through 412. The District agrees screening for traffic check will be conducted on safety sensitive and security sensitive positions for which driving a vehicle is a required duty under the position job description.

4. The District of Columbia agrees employees in safety sensitive and security sensitive positions shall not be required to waive any rights the employees are guaranteed under the laws of the District of Columbia and the laws of the United States, including the right to privacy, in submitting to required screenings under the enhanced suitability screening program.

5. The District of Columbia agrees that information, acquired during a suitability screening, which cannot be provided to an employee, may not be used in reaching a negative determination on an employee's suitability, under the enhanced suitability screening program.

6. The District of Columbia agrees that an employee, involuntarily, temporarily promoted and/or temporarily assigned into a position requiring an enhanced suitability screening, who is determined to be disqualified for the position based upon the enhanced suitability screening, shall be returned to the employee's non-covered position.

7. The District of Columbia agrees bargaining unit employees, in safety sensitive and security sensitive positions, who receive a negative suitability determination shall be assigned to a non-covered position, in the agency, in accordance with DPM Sec. 400.4.


DBH 10/1/15  
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8, The District of Columbia agrees bargaining employees who receive a negative determination which results in removal shall be disciplined under the procedures of Chapter 16 and/or the disciplinary articles of the Union's current collective bargaining agreement.

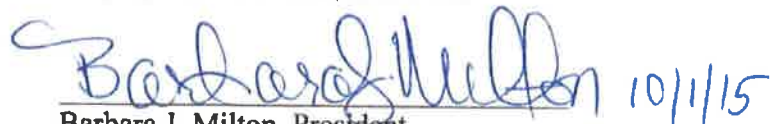
9. The District of Columbia agrees bargaining unit employees, who receive a negative screening determination and are removed, shall have the right to file a grievance under the applicable collective bargaining agreement or with the Office of Employee Appeals, within thirty (30) calendar days of receipt of the negative determination. A grievance filed, under the applicable collective bargaining agreement, may be filed at whatever step of the grievance procedure a resolution is considered possible.

10. The Union, upon written request, shall be provided copies of all compliance reports submitted by Program Administrators of an agency.

Signed and Agreed to:

  
Dean Aqui, Director Supervisory Atty.  
Office of Labor Relations and Collective Bargaining

  
Barbara B. Hutchinson for  
American Federation of Government Employees, AFL-CIO, Local 631

 10/1/15  
Barbara J. Milton, President  
American Federation of Government Employees, AFL-CIO Local 631