

OFFICE OF UNIFIED COMMUNICATIONS

AND

**NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES**

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL R3-07

Effective October 1, 2015 - September 30, 2017

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PREAMBLE

SECTION A:

This Agreement is entered into between the District of Columbia Office of Unified Communications (hereinafter referred to as “the Agency” or “OUC”) and the National Association of Government Employees/Service Employees International Union, Local R3-07 (hereinafter referred to as “the Union” or “NAGE”), and collectively known as “the Parties”.

SECTION B:

The Parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

SECTION C:

The Parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitment contained herein. The Parties agree to resolve whatever differences may arise between them through avenues for resolving dispute agreed to through negotiations of this Agreement.

SECTION D:

The purpose of this Agreement is:

1. To promote fair and reasonable working conditions;
2. To promote harmonious relations between the parties;
3. To establish an equitable and orderly procedure for the resolution of differences;
4. To protect the rights and interests of the employee, the Union and the Agency;
5. To improve the morale of employees in service to the District of Columbia; and
6. To promote the efficient and professional operations of the Agency.

SECTION E:

It is the intent and purpose of the Parties hereto to promote and improve the efficiency and quality and service provided by the Agency. Therefore, in consideration of mutual covenants and promises contained herein, OUC and the Union do hereby agree as follows:

ARTICLE 1 RECOGNITION

Section A:

1. National Association of Government Employees/Service Employees International Union, Local R3-07, is hereby recognized as the sole and exclusive representative for all employees in the bargaining unit as described in Section B of this Article.
2. The Union, as the exclusive representative of all employees in the unit, has the right, as provided in the D.C. Official Code §§1-617.01 – 1-617.17 (2001 Ed.) to negotiate agreements covering all employees in the Unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization.

Section B:

The bargaining unit represented by the Union is as follows:

All employees of the Government of the District of Columbia Office of Unified Communications, excluding all management officials, supervisors, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity, and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-1139.

PERB Case No. 12-RC-02, Certification No. 153 (April 26, 2013).

Section C:

Nothing in this Article shall be construed as a waiver of any Agency or Union right.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A:

The sole rights of management are prescribed in the Comprehensive Merit Personnel Act (CMPA) under D.C. Official Code §1-617.08 (2001 Ed.) and shall be recognized in accordance with the CMPA.

Section B:

All matters shall be deemed negotiable except those that are proscribed by D.C. Official Code §1-617.08 and decisions issued by the Public Employee Relations Board as a result of negotiability petition appeals.

Section C:

This Article shall not preclude the Union's right to bargain, upon request, over the impact and effect of decisions made pursuant to D.C. Official Code §1-617.08.

ARTICLE 3 EMPLOYEE RIGHTS

Section A:

All persons shall be treated fairly, equitably, and respectfully in accordance with laws, rules and regulations. All employees shall conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day-to-day working relationships.

Section B:

Instructions and guidance shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public. When possible, any discussions with employees concerning counseling or evaluations will be conducted so as to insure the privacy of employees.

Section C:

The Agency and the Union agree that employees have the right to join, organize or affiliate with, or to refrain from joining, organizing, or affiliating with the Union. This right extends to participating in the management of the Union, or acting as a representative of the Union, including representation of its views to the Office of the Mayor, and City Council.

Section D:

Employees shall be free from interference, restraint, coercion and discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and labor-management cooperation.

ARTICLE 4 NON-DISCRIMINATION

Section A:

In accordance with the D.C. Human Rights Act of 1977, as amended, D. C. Official Code §2-1401.01 et seq., (Act) the Agency and the Union agree not to discriminate for or against employees covered by this Agreement on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, matriculation, political affiliation, disability, genetic information, disability, status as a victim of an intra-family offense, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited. Discrimination in violation of the Act may not be tolerated. Violators will be subjected to disciplinary action.

Section B:

1. In accordance with District law and regulations, the Agency agrees to implement its personnel management policies, procedures or practices in accordance with EEO procedures and statutes. Employees have a right to the representation of their choosing throughout the EEO Complaint process.
2. Should the employee choose to be represented by the Union, the Union representative shall be permitted to participate in meetings with the employee and Agency to resolve the matter.
3. Pursuant to §4-104.03 of the District Municipal Regulations, the Agency agrees to make reasonable accommodations for the religious needs of employees, including the needs of those who observe the Sabbath on a day other than Sunday, when that accommodation can be made without undue disruption to the business of the Agency.

Section C:

The Agency agrees to provide the Union with a copy of the Affirmative Action Plan, upon request, and to make the plan available to employees on-line. The Parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations and posted as required by law.

Section D:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the unit without discrimination.

Section E:

The names and telephone numbers of the Agency EEO Counselors shall be posted in the Agency. The Union shall be promptly notified in writing of the names and telephone numbers of the Agency's EEO counselors. The names of other District EEO counselors may be accessed by employees on the Office of Human Rights website at www.dc.ohr.gov.

Section F:

The Agency shall ensure that all Agency EEO counselors receive the necessary education and training from the Office of Human Rights to ensure they can effectively perform the duties and responsibilities of the EEO counselor.

Section G:

The Agency and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employee opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is defined in Equal Employment Opportunity rules governing complaints of discrimination in the District of Columbia Government (31 DCR 56):

“Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (2) Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or
- (3) Such conduct has the purpose of or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include, but is not limited to:

- (a) verbal harassment or abuse,
- (b) subtle pressure for sexual activity,
- (c) patting or pinching,
- (d) brushing against another employee's body, and
- (e) demands for sexual favors.

Section H:

Alleged violation of the rights and obligations in this Article are not subject to the grievance and arbitration procedures in this collective bargaining agreement and said claims must be filed by the employee or his/her representative with the appropriate administrative agency or court as provided by the relevant statute. This does not preclude the non-EEO aspects of mixed grievances (where clear distinction can be made and where such complaints are within the scope of the grievance procedure as defined within this Agreement) from going through the negotiated procedure.

Section I:

Through the procedures established for labor-management cooperation, each party shall advise the other of equal employment opportunity programs of which they are aware. The Agency shall ensure that problems brought to its attention under this Article are addressed in accordance with District laws, rules and regulations.

ARTICLE 5 EMPLOYEE LISTS AND INFORMATION

Section A:

Quarterly, upon request from the Union, the Agency shall, within fourteen (14) calendar days, provide the Union with a list of specific or all employees in the bargaining unit, including all of the following information:

- 1. Name;
- 2. Job Title, series and grade;
- 3. Service Computation Date;
- 4. "Not to Exceed" dates for term employees; and

5. Appointment status.

Section B:

Quarterly, upon request from the Union, the Agency shall provide the Union with Vacancy Announcements and a list of bargaining unit:

1. New hires;
2. Separations
3. Transfers;
4. Reassignments; and
5. Details in excess of forty-five (45) days.

ARTICLE 6 POSITION MANAGEMENT AND CLASSIFICATION

Section A:

The OUC shall endeavor to maintain current and accurate position descriptions. Each position covered in the bargaining unit that is in existence or is established or changed must be accurately described in writing, and classified to the proper occupational title, series, schedule and grade.

Section B:

Changes to a position shall be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, schedule and grade in accordance with all applicable laws, rules, and regulations.

Section C:

Upon request, employees shall be furnished a current, accurate, approved copy of the description of the position to which assigned at the time of the assignment, or upon request. Employees detailed or reassigned to established positions shall be given position descriptions at the time of assignment. Employees detailed to an unestablished position shall be furnished with statements of duties at the time of assignment to the detail.

Section D:

Upon request from the Union, the Agency shall make available a current, accurate, approved copy of the description of the position to which bargaining unit employees are assigned. The Union shall be given five business days to review substantial changes in job descriptions prior to implementation.

Section E:

In accordance with D.C. Code §1-611.01, the Agency agrees to follow the principles of equal pay for equal work. Violations of classification shall be appealed through the procedures outlined in the District Personnel Manual, Chapter 11A and are not subject to the grievance and arbitration provisions of this Agreement. Violations of equal pay for equal work may be grieved pursuant to the grievance and arbitration provision of this Agreement.

ARTICLE 7 CAREER DEVELOPMENT AND UPWARD MOBILITY

Section A:

Consistent with the D.C. Municipal Regulations regarding employee development, it is the Agency's intention to provide career development opportunities for bargaining unit employees for the purpose of developing their skills so that they may perform at their highest possible levels in their positions and advance in accordance with individual potential and abilities.

Section B:

1. The Parties agree that career development of employees is a matter of primary importance. As a part of the performance planning process, the Agency will discuss ways to assist employees in implementing individual career development plans by providing easy access to information on training opportunities, publicizing current career development training programs, advising employees of requirements needed to enter career development training programs, scheduling career development training and making resources available to cover approved expenses for career development training subject to budgetary considerations.
2. Several times a year, the Agency shall inform all bargaining unit employees of training programs and career development opportunities offered that relate to the OUC mission and/or the employees' career development. The Agency shall only be required to distribute training opportunities that it has knowledge of.
3. Employees shall be given reasonable opportunities to discuss opportunities with their supervisors and/or other Agency or personnel officials.

4. When an institution of higher learning provides for accreditation of on-the-job experience, upon the employee's request, the Agency shall submit verification of such experience.
5. Each employee shall be allotted time, as outlined by the training program, to attend training for related career development during his/her tour of duty, as long as their attendance does not disrupt the normal operations of the Agency.

Section C:

1. Requests for career development training and educational opportunities shall support or relate to the overall mission of the agency or its operations. Such request for career development training and educational opportunities shall be approved or denied within seven (7) business days of receipt by the Agency.
2. A record of satisfactorily completed training courses may be filed by each employee in their Official Personnel File.

Section D:

1. The Parties recognize the importance of career development training opportunities and upward mobility. The Labor-Management Committee established in this Agreement shall, on a periodic basis, perform the following functions:
 - a. Review existing policies and practices, with respect to career development training opportunities and recommend changes in existing programs;
 - b. Recommend the adoption of new programs, policies and practices; and
 - c. Review and offer comments on programs proposed by the Agency.
2. The Labor-Management Committee may, if it deems necessary, establish a subcommittee to address these issues. The Committee will develop an upward mobility plan that will be submitted to the Director.
3. The upward mobility plan and any recommendations submitted shall be given careful consideration by the Director. The Committee shall be informed within a reasonable period of time of the status of its recommendations.

ARTICLE 8 CAREER LADDER

Section A:

Career ladder is defined as a series of positions in the same line of work whose duties increase in difficulty from the entrance level to the level established as full performance. Employees may be promoted in it without further competition until reaching the full-performance level. Although initial competition covers the entire career ladder, such promotions are not guaranteed. The following requirements must be met each time such promotion is made:

1. Time in grade;
2. Demonstration to the satisfaction of the supervisor the ability to perform at the next higher level;
3. Meeting appropriate minimum qualifications, including selection criteria; and
4. There shall be a demonstrated need for the higher-level work to be performed.

Section B:

An employee may receive successive career ladder promotions until he/she reaches full performance level in a career ladder series, after meeting the qualifications required for each level.

ARTICLE 9 SAFETY AND HEALTH

Section A:

The Agency shall provide the employees with reasonably safe and healthy working conditions in accordance with the D.C. Official Code, §§1-620.01 – 1-620.08 (2001 Ed.). It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

1. Protective devices and protective equipment shall be provided by the Agency and shall be used by all employees when required, unless otherwise deemed unsafe by the Agency.
2. Employees shall not be required to work alone in areas where their health and safety would be endangered by working alone.
3. Employees shall not be required to operate equipment that the Agency deems unsafe to use when, by doing so, they may injure themselves or others.

Section B:

The Agency shall ensure that training is available, in cardiopulmonary resuscitation (CPR) and First Aid. The Agency shall provide First Aid Kits for each level of the Agency's facility. The Agency shall promptly contact outside emergency medical or other appropriate employees services when an emergency occurs which warrants this type of assistance.

Section C:

The Agency shall make every reasonable effort to provide and maintain clean, sanitary and stocked restroom facilities for bargaining unit employees.

Section D:

The Agency agrees to maintain the work place and its equipment in good condition. The Union and the Agency shall make every effort to prevent accidents of any kind. If accidents occur, the prime consideration will be the welfare of the injured employee. As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or his/her co-workers. The supervisor must report injuries to the Agency's Risk Management Officer. Deficiencies in this area shall be addressed consistent with the applicable rules and regulations.

Section E:

When an employee identifies what he/she believes to be an unsafe or unhealthy working condition, the employee shall notify his/her supervisor, who shall investigate the matter and take prompt and appropriate action. If an unsafe or unhealthy condition is determined to exist by the supervisor, the affected employee(s) may not, on a case by case basis, be required to perform duties in the affected area. During this period, the supervisor may require the employee(s) to perform their duties in another work area or to perform other duties outside the affected area.

Section F:

When the Agency is aware of a workplace inspection or investigation which is conducted by an Agency safety representative or by an outside Agency, such as Office of Risk Management, OSHA or NIOSH, in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity to participate, to the extent permitted by the investigating Agency, and to provide information as to issues of concern to bargaining unit employees. During the course of any such inspection or investigation, any employee may bring to the attention of the inspector any unsafe or unhealthy working condition. In response to a complaint by the Union or bargaining unit employee, the Agency will provide the Union with inspection findings and any associated abatements.

Section G:

Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthy working condition or practice, assisting in the investigation of such conditions, or for participating in any occupational safety and health programs and activities.

Section H:

The Agency agrees to prepare and post evacuation instructions in case of emergency at all Agency locations where bargaining unit employees are assigned. The Agency will take appropriate action to ensure that employees are familiar with the proper means of exiting the building during emergency situations that require the evacuation of the premises. Periodic emergency evacuation exercises will be scheduled to ensure that employees are familiar with evacuation procedures in collaboration with the Department of General Services.

Section I:

A continuous review of security/safety measures shall be the joint responsibility of the Agency and the Union.

Section J:

The Agency agrees to provide an employee lunchroom which may be used by employees during their lunch period. The Union recognizes that the lunchroom is a shared space and that, at times, it may be unavailable for use as a lunch area. If this situation occurs, Management shall identify where employees may eat lunch.

Section K:

The Agency and the Union mutually recognize the need for protection of employees from assault and intimidation at the work place and will work cooperatively towards that end. The Parties agree that mutual respect between supervisors, employees, and co-workers is integral to the efficient performance of the Agency. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. The Parties agree to work cooperatively to prevent and end this kind of treatment.

Section L:

The Agency agrees to provide a quiet room where employees may rest and regroup.

Section M:

The Parties agree that the wellness of employees can reduce healthcare costs and improve attendance and work productivity. Reasonable efforts will be made by the Agency and the Union to promote wellness habits such as increased physical activity and healthy diets and ongoing mental health activities. The Parties agree to discuss the Agency's wellness program in the Labor-Management Committee.

Section N:

The Agency and the Union agree that stress defusing is an appropriate matter for discussion during the Parties' Labor-Management Cooperation Committee. The Parties agree to work to develop the stress defusing guidelines during the Labor-Management Cooperation Committee.

Section O:

The Employee Assistance Program (EAP) is designed to provide confidential and professional assessment, counseling, and referral services for employees who are experiencing personal problems that impair or have the potential to impair their work performance. The Parties acknowledge that early identification, documentation and referral of an employee for help can result in improved job performance and employee morale. The EAP offers services for family and marital problems, financial difficulties, emotional or mental illness, and substance abuse problems. Participation in EAP is not mandatory and will be administered consistent with the District Personnel Manual. Involvement in the EAP program shall be on the basis of self-referral or agency referral.

Section P - Self Referrals:

If an employee is on duty and recognizes that he/she needs assistance and wishes to consult with an EAP counselor, the employee will request approval from his/her duty supervisor to meet with an EAP counselor during their tour of duty. Such request will not require in-depth explanation of the problems involved. Consistent with the DPM, employees shall be granted up to two hours of administrative leave for an initial EAP appointment. Employees may use any accrued annual leave, sick leave, earned compensatory time off, leave without pay or may request advance sick leave to participate in an approved EAP program.

Section Q – Agency Referrals:

1. This type of referral shall be initiated by a manager when management recognizes that there are serious performance and/or attendance problems. The manager shall refer the employee to the EAP. The employee's record of compliance and participation in the EAP shall be released to the Agency only with the employee's consent.

2. The Agency may consider, in appropriate cases, whether a referral to EAP is warranted to assist the employee in improving his/her work performance and/or attendance.
3. Participation in the EAP is not a prerequisite to the Agency addressing performance and/or attendance problems nor does it restrict the Agency from taking appropriate disciplinary actions in accordance with the disciplinary article of this Agreement, or any other appropriate administrative action.

ARTICLE 10 TRAINING, LICENSING AND CERTIFICATIONS

Section A – Required Training:

Training that is required and/or a condition of employment shall be at the expense of the Agency. If possible, the training shall be conducted during the employee's regular tour of duty. If such training cannot be conducted during the employee's regular tour of duty, then the employee shall be compensated in accordance with the Compensation Units 1 & 2 Agreement.

Section B:

When it is determined by the Agency that employees holding certain positions are required to be certified or licensed as a condition of employment, obtaining such certification or licensing shall be at the expense of the Agency, subject to Section C below.

Section C - Retesting:

In the event an employee fails the initial test (1st test) associated with training for the license or certification, the Agency agrees to provide refresher training or retraining and allow the employee to retest. Should the employee fail the retest (2nd test), any additional costs associated with taking a third test shall be at the expense of the employee.

Section D:

If any employee fails to pass the certification or licensing examination after the 3rd test, then the employee may be subject to disciplinary action.

ARTICLE 11 PERSONNEL FILES

Section A:

The official personnel files of all employees in the bargaining unit covered by this Agreement shall be maintained by the D.C. Department of Human Resources (DCHR).

Section B:

Employees shall have the right to examine the contents of their Official Personnel Folder, upon request in accordance with regulations and procedures issued by DCHR, and shall have the right to obtain copies of any official documents therein, subject to the D.C. Official Code §1-631.05.

Section C:

1. In accordance with D.C. Code §1-631.05, each employee shall have the right to present information immediately germane to any information contained in his or her official personnel record and seek to have irrelevant, immaterial or untimely information removed from the record.
2. In seeking to have irrelevant, immaterial or untimely information removed from the record, the employees may present evidence, which will be attached to the material to which it relates, if consistent with DPM regulations
3. If DCHR determines that the material contained in the OPF is irrelevant, immaterial or untimely, the material shall be removed from the employee's OPF.

Section D:

Information other than a record of official personnel action is untimely if it concerns an event more than three (3) years in the past upon which an adverse action to an employee may be based. Immaterial, irrelevant, or untimely information shall be removed from the official record upon a finding by the agency head that the information is of such a nature. Prior to the removal of any information in the file, the Employer shall notify the employee and give him/her an opportunity to be heard.

Section E:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of materials placed in his/her folder, consistent with the DCHR rules and regulations.

Section F:

Records of corrective actions or adverse actions shall be removed from an employee's official file in accordance with the District Personnel Manual (DPM).

Section G:

The rights of employees pertaining to their Official Personnel Files shall be extended to apply to any employee's personnel file maintained by the Agency.

Section H:

The access card signed by all those who have requested and been given access to the employee's file, as required by personnel regulations and procedures, shall be made available for review by the employee.

Section I:

In accordance with current personnel practices, employees shall receive a copy of all material placed in his/her personnel folder that may reasonably be expected to result in disciplinary action or may adversely affect the employee. Employees shall be asked to acknowledge receipt of the document by signing their name. The employee's signature does not imply agreement with the material, but simply indicates he or she received a copy.

Section J:

DCHR shall keep all arrest records, fingerprint records and other confidential criminal reports in a confidential file apart from the official personnel folder. No person shall have access to the confidential file without authorization from the Director of Human Resources (DCHR) or his/her designee.

Section K:

When an employee demonstrates that he/she was not asked to acknowledge receipt of materials placed in his/her personnel folder as provided in Section I of this Article, or there is no employee signature or witness acknowledgement of employee's refusal to sign, the employee will be given the opportunity to respond to the document and the response will be included in the folder.

ARTICLE 12 NEW TECHNOLOGY

Section A:

Both parties recognize the exclusive rights of Management to acquire and implement new technology. The Parties also recognize Management's obligation to provide the Union with advance notice and an opportunity for impact and effects bargaining upon request.

Section B:

Prior to implementation of any new technology that has an impact on the terms and working conditions of bargaining unit employees, the Union shall be provided with the opportunity to engage in impact and effects bargaining, upon request. Impact and effects bargaining will not delay the implementation of the new technology. The Agency agrees to provide notice to the Union of new technology, which would include a description of the new technology and the approximate timing for implementation.

Section C:

The Agency shall provide training to all bargaining unit employees impacted by the new technology. The Agency will attempt to provide training during the employees' regular tours of duty. If such training cannot be conducted during the employees' regular tour of duty, the employees shall be compensated in accordance with the Compensation Units 1 & 2 Agreement.

Section D:

The Parties agree that new technology does not include upgrades to any existing systems at the Agency, which do not change the working conditions of bargaining unit employees.

Section E:

When possible, the Agency shall provide the Union with 14 calendar days' notice prior to implementation of technology that is not at the Agency's sole discretion, but that impacts the working conditions of employees.

ARTICLE 13 PROBATIONARY EMPLOYEES

Employees serving a probationary period shall be entitled by virtue of this Agreement to those rights and/or privileges in this Agreement, except those that exceed or are in conflict with the provisions of the Comprehensive Merit Personnel Act or District Personnel Manual section governing probationary periods.

ARTICLE 14 DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A:

When the Agency conducts orientation sessions for new or rehired employees, sixty (60) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. The Agency and the Union shall make available electronic copies of this Agreement to management officials and bargaining employees respectively. The Agency will

provide the Union with seven (7) calendar days advance notice, prior to a scheduled orientation of an employee's appointment or reappointment.

Section B:

If the Agency fails to conduct an orientation, within thirty (30) calendar days of the employee's appointment or reappointment, the Agency shall allow the Union to conduct an orientation as outlined in Section A of this Article.

ARTICLE 15 REORGANIZATION/REALIGNMENT

Section A:

1. Prior to the Agency's implementation of a realignment, the Agency will notify the Union, in writing, fifteen (15) calendar days in advance of such implementation.
2. The Agency shall inform the Union upon implementation of any realignment and provide details as to any changes in the internal structure or functions of the Agency as a result of the realignment.

Section B:

1. Prior to the Agency's implementation of a reorganization, the Agency shall notify the Union, in writing, thirty (30) calendar days in advance of such implementation.
2. Upon request, the Agency shall engage in impact and effect bargaining with the Union over the Agency's implementation of a reorganization.

Section C:

1. **Realignment** – An action which affects the internal structure or functions of an agency, but which does not constitute a reorganization.
2. **Reorganization** – The action taken for the purposes of carrying out the objectives of Section 2 of the Governmental Reorganization Procedures Act of 1981, effective 10-17-1981 (D.C. Law 4-42; D.C. Official Code §1-315.01 (2006 Repl.)), which results in the transfer, consolidation, abolishment, addition, or authorization with respect to functions and hierarchy, between or among agencies, and which affects the structure or structures thereof, and which is subject to adoption by legislative action, including consideration by the Council of the District of Columbia, in accordance with the Act; including but not limited to the: (1) transfer of the whole or part of an agency, or the whole or part of the functions thereof, to the jurisdiction and control of another agency; (2)

consolidation of the whole or part of an agency, or the whole or part of the functions thereof, with the whole or part of another agency or the functions thereof; (3) the abolishment of the whole or part of an agency wherein such agency or part thereof does not have or will not have any functions; or (4) authorization of an officer or agency head to delegate functions vested in specific officers or agency heads not presently authorized to be delegated, except as provided in D.C. Official Code §1-204.22(6) (2006 Repl. and 2011 Supp.)).

ARTICLE 16 GOVERNING LAWS AND REGULATIONS

Section A:

In the event any D. C. Government-wide or Agency rules, regulations, or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail.

Section B:

If, during the life of this Agreement, a law or interpretation of the law by an adjudication or administrative body invalidates or requires an amendment to any part this agreement, the parties shall meet promptly upon request of either party to negotiate the change.

ARTICLE 17 UNION SECURITY AND UNION DUES DEDUCTION

Section A:

The terms and conditions of employment contained in this Agreement shall apply to all bargaining unit employees without regard to Union membership. Employees covered by this Agreement have the right to join or to refrain from joining the Union.

Section B:

1. Pursuant to D.C. Official Code §1-617.07 (2001 Ed.), the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The dues check-off authorization may be cancelled by the employee at any time upon written notification to the Union and Employer. When Union dues are cancelled, the Employer shall withhold a service fee without written authorization.
2. The employee's authorization (D.C. Form 277) shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB).

Section C:

Each employee's Union dues and service fees shall be transmitted to the Union, minus \$0.10 to the OLR CB for the administrative costs associated with the collection of said dues and service fees.

Section D:

Payment of dues or service fees shall not be a condition of employment.

Section E:

1. The service fees for bargaining unit employees who are not members of the Union shall be equal to the proportionate share of the Union's costs of negotiating and administering the collective bargaining agreement and adjusting the grievances and disputes of bargaining unit employees.
2. The Union shall be solely responsible for providing notice of the service fee to bargaining unit employees who are not members.
3. The Union shall notify the Employer of the pro-rata amount to be paid for service fees should it result in a change in service fees payable by any unit member. The Union shall adhere to all applicable laws in this regard.

Section F:

The Union shall indemnify, defend and otherwise hold the Employer harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s), as appropriate.

ARTICLE 18 LEAVE ADMINISTRATION

Section A – General:

1. In an effort to provide the Union with an opportunity to educate employees with attendance issues prior to the issuance of a leave restriction letter, the Employer shall provide the Union President or his/her designee with a list of employees suspected of abusing leave, and/or employees who are continually late for duty. The Union president shall provide the Employer with a current list of authorized Union stewards who can participate in this activity. Upon receipt of the list, the

Union official and/or steward shall meet with those employees in an effort to educate them regarding the agency's attendance policies.

2. The Union agrees to meet with the employee within five (5) business days of receipt of written notice from the Employer. Should the Union agree with the Employer that leave abuse has been committed, the Union will inform the employee that future disciplinary or corrective actions may be taken in accordance with the negotiated Table of Penalties. When the circumstances outlined in this Article occur, the Union agrees that it will not initiate a grievance based on the merits. This procedure does not foreclose the imposition of corrective or adverse action when management deems necessary.
3. The Agency agrees to accept authorized medical certificates provided by employees, for sick leave use, within one (1) pay period after the employee receives written notice that management believes that an employee is engaging in a pattern or practice of leave abuse, as defined by the DPM.

Section B – Annual Leave:

1. The employee shall request annual leave from their immediate supervisor or the on-duty supervisor. Requests for annual leave will not be denied without sufficient cause and shall be based on upon factors which are reasonable, equitable and do not discriminate against any employee or group of employees. Leave previously approved will not be cancelled or rescheduled by the Employer without a good and sufficient reason, which shall be in writing.
2. Requests for three (3) days or less shall be requested at least two (2) days in advance. Requests for annual leave in excess of four (4) days or more shall be submitted at least five (5) days in advance. The supervisor or designee shall respond to the employee's leave request within twenty-four (24) hours of receipt of the request but no later than the employee's last tour of duty before the requested leave begins.
3. It is the responsibility of the employee to notify his/her supervisor of the need for emergency leave prior to the start of his/her tour of duty. Call in for emergency annual leave shall be at least one (1) hour before the start of the tour of duty, and will state the reason for the requested leave and the expected duration. If a one-hour notice is impossible due to the nature of the emergency, then the request should be submitted as soon as possible based on the individual's circumstances. In the event of an unforeseen emergency, a family member may contact the employee's supervisor; however, the employee must make direct contact with his/her supervisor or the next higher level manager as soon as practical but no later than the end of the employee's tour of duty.

4. Requests for annual leave on the same shift shall be approved on a first received basis. But in the event two or more requests for the same period are received on the same day and staffing requirements prevent the granting of all such requests, the conflict shall be resolved on the basis of employee seniority as defined in the Seniority Article.
5. For holidays with high demand, the LMC will develop a process that combines seniority and a lottery system for the purpose of approving leave.
6. Employees shall receive a lump sum payment for all annual leave not used at retirement, resignation or separation in accordance with the DPM rules and regulations.

Section C – Sick Leave:

1. Accrued sick leave shall be granted to employees incapacitated by illness and unable to perform their duties. Sick leave may also be used by employees to care for immediate family members as defined by the D.C. Family and Medical Leave Act. Such family members shall include the employee's spouse (including a person identified by an employee as his/her "domestic partner", as defined in D.C. Official Code §32-701 (2001 Ed.)). Employees shall request sick leave as soon as possible on the first day of sickness. Leave without pay (LWOP) may be granted at the sole discretion of the employer, when an employee does not have any accrued sick leave.
2. To the extent possible, sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, etc. and for the purpose of securing diagnostic examinations, treatments and x-rays.
3. Employees shall not be required to furnish a doctor's certificate to substantiate request for sick leave unless such leave exceeds three (3) work days of continuous duration or the employee is on sick leave restriction. Employees may submit medical certificates for sick leave for occurrences that are less than three (3) days in duration, management will document that a certificate was submitted for the occurrence.
4. The Agency may grant advance sick leave to permanent employees in amounts not to exceed 240 hours.
 - a. The request must be in writing and must be supported by an acceptable medical documentation.
 - b. All available accumulated sick and annual leave must be exhausted.

- c. The request should only be denied if the requirements of a. and b. are not met; or if there is reason to believe that the employee will not return to duty or may not be able to repay the advanced leave.

Section D – Family and Medical Leave:

The Agency shall grant employees FMLA leave in accordance with D.C. Official Code §32-501 *et seq.* (2006). Employees are entitled to apply for D.C. FMLA and Federal FMLA as outlined in the applicable rules and regulations thereof.

Section E – Leave without Pay:

An employee may be granted leave without pay, up to one (1) year, in the event of serious illness and upon expiration of accumulated sick leave in accordance with the provisions of the District of Columbia Personnel Manual (DPM).

Section F – Paid Family Leave:

The Agency shall comply with the District of Columbia's Paid Family Leave Benefit process in accordance with the District Personnel Manual and regulations.

Section G – Court Leave:

Court Leave will be granted in accordance with the Collective Bargaining Agreement for Compensation Units 1 & 2.

Section H – Funeral Leave:

Bereavement leave shall be granted in accordance with the Compensation Agreement for Compensation Units 1 & 2.

Section I – Paternity and Maternity Leave:

Paternity and maternity leave, including for a legal guardian, shall be granted in accordance with the District's Family and Medical Leave Act. Leave under Section I of this Article may be any combination of accumulated leave and then leave without pay.

ARTICLE 19 DISCIPLINE

Employees shall be disciplined for cause in accordance with the provisions of the District Personnel Manual Chapter 16.

Section A:

1. Employees have the right to advance notice where appropriate, and an opportunity to respond to proposed discipline pursuant to the provisions of Chapter 16 of the DPM.
 - a. **Admonition** – Any written communication from a supervisor or manager to an employee, up to but excluding an official reprimand, that advises or counsels the employee about conduct or performance deficiencies, and the possibility that future violations will result in corrective or adverse action.
 - b. **Corrective Action** – An official reprimand or a suspension of less than ten (10) days.
 - c. **Adverse Action** – Suspension of ten (10) days or more, a reduction in grade, or a removal:
 - (1) In the case of a proposed corrective action, employees shall receive an advance written notice of ten (10) days.
 - (2) In the case of a proposed adverse action, employees shall receive an advance written notice of fifteen (15) days.
2. The Agency shall take action only in accordance with the Progressive Discipline Table of Offenses as contained in the negotiated OUC Table of Penalty Guide.

Section B:

1. Employees have the right to contest adverse actions through either the Office of Employee Appeals (OEA) or the negotiated grievance procedure. Corrective actions may only be contested through the grievance procedure. An employee shall be deemed to have selected his/her forum at the time of the initial filing. Once the selection has been made it cannot be changed.
2. Should the employee elect to appeal the action to OEA, such appeal shall be filed in accordance with OEA regulations.

3. Should the employee elect to grieve under the negotiated grievance procedure, the grievance must be filed pursuant to the Grievance and Arbitration article of this Contract.

Section C:

1. An employee or his/her Union representative shall be provided up to four (4) hours of official time to prepare for his/her response to a proposed corrective action and up to eight (8) hours of official time to prepare for his/her response to a proposed adverse action.

2. If the Agency has reason to counsel an employee, it shall be done so as not to unnecessarily embarrass the employee before other employees or the public.

3. At any investigatory interview which the employee reasonably believes may result in discipline, an employee may request to have a Union representative present at said meeting. Such requests shall not be denied.

ARTICLE 20 VACANCY ANNOUNCEMENTS

Section A:

All vacancy announcements for positions covered by this Agreement shall be posted on all bulletin boards within the Agency for a minimum of ten (10) working days and posted on the District's web site located at www.dchr.dc.gov.

Section B:

Employees must submit an application in the manner outlined in the announcement to be considered. The Agency will provide written notice to all unsuccessful candidates in the bargaining unit of their non-selection within thirty (30) working days after the selection has been made or when the position is unavailable.

Section C:

Where all other factors are equal among qualified applicants, as determined by the Agency, the vacancy shall be filled by the qualified applicant who has seniority in the Agency.

Section D:

Employees may individually or with a Union representative request a final review of a specific promotion action for which they applied and were not selected.

Section E:

The Union President or designee shall be provided with a copy of all vacancy announcements in the Agency.

ARTICLE 21 GRIEVANCE/ARBITRATION PROCEDURE

Section A:

1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.
2. Therefore, the Agency and the Union retain the right to settle any grievance in the enforcement of this Agreement through and including Step 4 of the grievance process. The Agency shall ensure that all settlements reached with respect to grievance resolution shall be implemented.

Section B:

1. A grievance is a complaint by any unit employee, the Union or Agency that there has been:
 - a. A violation, misapplication or misinterpretation of one of the following:
 - (1) This Agreement;
 - (2) The Compensation Agreement for Compensation Units 1 & 2; or
 - (3) Any claimed violation, misinterpretation or misapplication of a rule, regulation or order of the Office of Unified Communications that affects a term or condition of employment.

Section C – Presentation of Grievance:

1. This procedure is designed to enable the Parties to settle grievances at the lowest possible administrative level, where resolution is possible.
2. Categories of Grievance:
 - a. (1) Personal: A grievance of a personal nature requires signature of the aggrieved employee at Step 1, even if the grievant is represented by the Union.

- (2) In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity, pursuant to advance notification, to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the Parties or adjustment, decision or response made by the Agency will be sent to the Union.
 - b. Group: If a grievance involves a group of bargaining unit employees within the Agency, the grievance may be filed by the Union on behalf of the group of employees at the appropriate step of the grievance procedure where resolution is possible. When filed by the Union, the grievance must be signed by the Union President or his/her designee; such designation must be in writing and signed by the Union President. A group grievance must contain all information specified in Step 1 of the grievance procedure and list the unit or group of employees affected and be signed by each member of the group.
 - c. Class: A grievance involving all the employees in the bargaining unit must be in writing and filed and signed by the Union President or his/her designee; such designation must be in writing and signed by the Union President. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 1 of the grievance procedure and the Agency Head, or his/her designee shall respond in writing within 20 business days of its receipt.
3. Pursuant to D.C. Code §1-617.06(b), employees may present a grievance at any time without the intervention of the labor organization. In the event the group is not represented by the Union, the Union must be given the opportunity, pursuant to advance notification, to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the Parties as adjustment, decision or response made by the Agency must be sent to the Union.

Section D – Procedure:

1. Step 1: The aggrieved employee and, should the employee so elect, a Union representative, shall orally or in writing, present and discuss the grievance with the on-duty supervisor or his/her designee, the Union also agrees to send notice to the grievance intake box that the Step 1 grievance has been initiated, within ten (10) business days of the occurrence of the event giving rise to the grievance or within ten (10) business days of the employee's knowledge of such event. The supervisor shall make a decision on the grievance and reply to the employee and

his/her representative within ten (10) business days after presentation of the grievance. The grievance at this and subsequent steps shall contain:

- a. Description of the nature of the grievance;
 - b. The date(s) on which the alleged violation occurred;
 - c. A complete citation to the contract provisions allegedly at issue;
 - d. A statement of the remedy or adjustment sought;
 - e. The signature of the aggrieved employee(s) and the Union representative, if applicable, according to the category of the grievance.
2. Step 2: If the grievance is not settled, the employee with or without his/her Union representative, shall submit a signed, written grievance to the Agency Labor Liaison within 15 business days following the Step 1 response or the date said response was due.

The Agency Labor Liaison shall submit a signed, written response to the grievance to the employee or his/her Union representative within fifteen (15) business days of its receipt. If the aggrieved employee is not being represented by the Union, the management official must send a copy of the Step 2 response to the Union within fifteen (15) business days.

3. Step 3: If the grievance remains unsettled, the grievance shall be submitted to the Agency Director or his/her designee within fifteen (15) business days following receipt of the Step 2 response. Within 15 business days, the Agency Director or his/her designee:
- a. May meet with the aggrieved employee and his/her representative to attempt to resolve the grievance, and;
 - b. Shall respond in writing within 15 business days of the submission of the Step 3 grievance or the Step 3 meeting, if one occurred.
4. Step 4: If the grievance remains unsettled, the Union within 15 business days from receipt of the Director's response, shall advise the Director, Office of Labor Relations and Collective Bargaining (OLRCB) in a signed statement should the Union intend to request arbitration of the matter on behalf of the employee(s). Only OLRCB or the Union can refer a grievance to arbitration. If the Union does not demand arbitration within 15 business days of the receipt of the Director's decision, the Director's decision is final and binding.

Should the grievance not contain the required information, the grievant shall be so notified in writing and given five (5) business days from receipt of notification to resubmit the grievance. Failure to timely cure the deficiencies will result in the dismissal of the grievance and a determination that the grievant is not entitled to the requested remedy.

If the Agency fails to respond to a submitted grievance within the time limits specified in any step, the employee or the union may invoke the next step in the grievance process. If the Agency fails to provide a response at any step of the grievance process to a submitted grievance, the agency shall be limited in later proceedings to only rely upon evidence that was previously introduced in the grievance process.

Section E – Grievance Mediation:

The purpose of this Grievance Mediation procedure is to provide a method by which the Parties may mutually reach satisfactory solutions to grievances prior to the invocation of arbitration. The Parties recognize the necessity of carefully considering the circumstances of the particular grievances in deciding whether to utilize this procedure. This procedure, while broadening the channels of grievance resolution, must comply with District of Columbia laws, rules, regulations and the negotiated grievance procedure and shall only be invoked upon mutual agreement of the Parties in writing on a case-by-case basis.

1. Selection:
 - a. Should the Parties fail to resolve the grievance utilizing the grievance procedure set forth above (Section D), the Parties may, within ten (10) business days after the Union's request for arbitration pursuant to Step 4 of the grievance procedure, mutually agree to utilize the mediation process as set forth below.
 - b. A joint request shall be submitted to the Federal Mediation and Conciliation Services (FMCS) or other appropriate authority that provides grievance mediation services, with which the Parties jointly agree. The mediator selected must have demonstrated expertise in public sector labor relations and in grievance mediation.
 - c. The mediation session(s) must commence within thirty (30) days of the Agreement to mediate and must conclude prior to the date scheduled for the start of the arbitration requested pursuant to the procedures established in Section D of this Article.
2. Mediation Procedure:
 - a. Each party shall have representation at the mediation session.

- b. the Grievant(s) shall be present and participate at the Mediation session. In the case of a class or group grievance, a maximum of three (3) grievants of a class or group grievance shall be present as representatives of the class or group.
- c. Mediation sessions shall be informal. The rules of evidence shall not apply.
- d. The mediation session shall be confidential. No record of the session shall be made.
- e. During the session, the mediator may meet individually or jointly with participants, however, he/she is not authorized to compel or impose a settlement.
- f. The mediation session shall not exceed one (1) day unless the Parties agree otherwise.

3. Mediation Conclusion:

- a. The Parties shall sign their respective copies of any Settlement Agreement as a result of mediation.
- b. Should both Parties accept the settlement, it shall not have precedent-setting value unless mutually agreed to on a case-by-case basis. Absent mutual agreement neither party may cite any settlement achieved through mediation in any other proceeding.

Section F - Arbitration:

The Parties agree that arbitration is the method of resolving grievances as defined in Section B above which have not been satisfactorily resolved pursuant to the grievance procedure and may be used by the Union to appeal disciplinary actions.

Section G:

Within twenty (20) business days of the decision of the Agency Director on a disciplinary action as the final Agency Action, the Union, on behalf of an employee, may advance the matter to arbitration.

Section H – Selection of an Arbitrator:

Except in cases of mutual agreement as to the appointment of an arbitrator, the party demanding the appointment of an arbitrator may file with either the American Arbitration

Association (AAA) or the Federal Mediation and Conciliation Services (FMCS). The AAA or FMCS shall be requested by the party demanding arbitration to provide a list of at least seven (7) arbitrators from the sub-regional Washington, D.C. Metropolitan Area from which an arbitrator shall be selected after receipt of the list by both parties. When either party requests a panel, the FMCS or AAA shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The Party requesting the panel shall bear the fees associated with the panel request and any initial administrative fees. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name.

Section I:

If, before the selection process begins, either party maintains that the panel of arbitrators is unacceptable, a request for a new panel from AAA or FMCS shall be made. Subsequent requests can be made until the parties receive an acceptable panel.

1. Either party may dispute that a valid collective bargaining agreement exists between the parties or that the substantive matter in dispute is not within the scope of the collective bargaining agreement.
 - a. The Parties agree that under the current law in the District of Columbia, the substantive issue of whether a particular subject matter is subject to arbitration under the parties' CBA is an issue for judicial determination. The threshold issue of arbitrability is within the exclusive jurisdiction of the District of Columbia Superior Court. See, *Washington Teachers' Union Local #6, et al. v. District of Columbia Public Schools*, 77 A.3d 441 (D.C. 2013). If legislation is passed changing the law or *Washington Teachers' Union* is overturned by the court, the Parties agree to immediately re-visit and re-negotiate this provision in order to determine the appropriate process for establishing arbitrability under this agreement. Disputes regarding whether a matter is or is not substantively arbitrable under the Parties' CBA will be decided under the rules outlined in D.C. Official Code §16-4407.
 - b. If a Party asserts a matter is not substantively arbitrable and a Party files to compel or stay arbitration under the D.C. Official Code §16-4407, the unsuccessful party at Superior Court shall pay the filing costs/fees for filing in Superior Court of the successful Party.
2. Hearings shall be held in the Office of Labor Relations and Collective Bargaining Negotiation Center or another mutually agreeable location. If any additional costs are involved, they shall be borne equally by the Parties.

3. The arbitrator shall hear and decide only one (1) grievance in each case unless the Parties mutually agree to consolidate grievances.
4. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
5. The hearing shall not be open to the public or persons not immediately involved.
6. The witnesses shall be sequestered upon request of either party.
7. Either party to the arbitration has the right to have a verbatim stenographic record made at its own expense. The expense may be shared upon mutual agreement in advance of the hearing. The stenographic company shall provide the Arbitrator a copy of the record. Stenographic records are not producible pursuant to a request by either party unless that party has paid for all or part of the cost of said record pursuant to a mutual agreement. If the Union intends to share the cost of the record of the hearing it must notify OLRCB at the time of selecting a hearing date. If at any point the Union wants a copy of the transcript they may request a copy for half the cost.
8. The Parties may attempt to submit a written joint statement of the issue or issues to the arbitrator. If the parties cannot agree on a written statement, each party shall submit a statement to the arbitrator.
9. The Parties shall exchange witness lists in writing five (5) calendar days prior to the date the hearing is commenced. District employees will be on-call and will be released to testify only on an "as-needed" basis. These lists may be amended for good cause shown.
10. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusions within thirty (30) business days after the conclusion of the hearing or within thirty (30) business days after the arbitrator receives the briefs, if filed, whichever is later.
11. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award to the issue(s) presented. The Arbitrator's award shall not conflict with any provision of applicable law. The arbitrator shall not retain jurisdiction of the case once his/her decision is issued.
12. The arbitrator shall have the authority to award appropriate remedies consistent with law. The arbitrator's authority shall be limited to determining whether the Agency has violated the provision(s) of this Agreement. The arbitrator shall not

have the power to commit errors of law or legal reasoning and the award may be vacated by a court or other competent jurisdiction on appeal.

13. The arbitrator's award shall be binding upon both Parties.
14. A statement of the arbitrator's fees and expenses shall accompany the award. The fees and expenses of the arbitrator shall be borne equally by the Parties. Either Party may appeal the arbitrator's award in accordance with applicable law and regulations.

Section J – General:

1. All time limits shall be strictly observed unless the Parties mutually agree to extend said time limits.
2. The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both Parties and their witness(es) to attend. Such witness(es) shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the business hours of the participants, all unit employees required to be present shall be excused with pay for that purpose.
3. If either Party considers a grievance to be either substantively or procedurally non-grievable or non-arbitrable, that Party shall so notify the other Party prior to the date of the hearing.
4. A party does not waive its rights to present procedural defenses by failing to raise the issue before the start of the arbitration hearing.

ARTICLE 22 DETAILS AND TEMPORARY PROMOTIONS

Section A:

A detail is the temporary official assignment of an employee to a different position or duties.

Section B:

1. When an employee is detailed to a higher graded position for more than ninety (90) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the ninety-first (91st) day. The applicable rate of pay will be determined by application of D.C. Government procedures concerning grade and step placement.

2. For details in excess of thirty (30) working days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee's official personnel file.
3. An employee shall not be detailed to perform duties outside of an official description for more than ninety (90) working days.
4. A career employee may be given a temporary promotion to meet a temporary need. A temporary promotion of 120 working days or less may be made without regard to merit promotion requirements.

Section C:

This provision shall not apply to training programs.

Section D:

Details shall not be made as a means of retaliation.

Section E:

An employee on detail to a lower graded position shall maintain the pay for his/her original position.

ARTICLE 23 ADMINISTRATION OF OVERTIME

Section A:

1. Overtime work shall be distributed equally among employees who possess the required skill set of the position. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.
2. Factors to be considered when authorizing anticipated and unanticipated overtime: Absent operational emergencies, the Agency will make every effort to prevent employees from working a combination of regular and/or overtime assignments that do not allow for eight (8) consecutive hours off duty within each twenty-four (24) hour period. This twenty-four (24) hour period begins when the employee first reports to work (either on regular time or on an overtime basis) after an off-duty period.

Section B:

1. Anticipated Overtime – Work that is necessary to be performed on an overtime basis that is known and can reasonably be planned for and scheduled in advance.
2. Anticipated overtime assignments shall be scheduled and posted as soon as practical, but no less than forty-eight (48) hours in advance.
3. Employees working anticipated overtime are responsible for reporting for overtime assignments in accordance with the requirements of a regular tour of duty absent extraordinary circumstances. When such circumstances are encountered, the employee will make every effort to contact his/her on duty supervisory two hours in advance of the scheduled overtime for the purpose of requesting an excusal.

Section C:

1. **Unanticipated Overtime:** Work that is necessary to be performed on an overtime basis that is not known, or cannot reasonably be planned for or scheduled in advance. On duty employees:
 - a. Management shall first solicit volunteers who possess the required skill set when unanticipated overtime work is required.
2. **Forced Overtime:** In the event that an insufficient number of qualified individuals volunteer to perform the unanticipated overtime, management shall solicit from the pool of employees who possess the required skill set in inverse order of seniority.
 - a. Management will make every effort to notify employees two (2) hours in advance of the end of their tour of duty in the cases of forced overtime.

Section D:

When the Agency determines that the employees services on an overtime basis are not needed prior to the start of the assignment, every attempt will be made to notify the affected employees in sufficient time to prevent the employee from reporting for duty. In the event that an employee is not notified and he or she reports to duty, the employee shall be credited a minimum of two (2) hours of overtime, if he or she is dismissed.

ARTICLE 24 SCHEDULING/HOURS OF WORK

Section A:

Work schedules showing the employees tour of duty shall be posted or otherwise made known to the employee in writing.

Section B:

Prior to any changes to the employee's work schedule, the employer shall provide the employee with a fourteen (14) day written notice, absent emergencies. The Employer will also furnish the employee with the reason(s) for the change in the work schedule.

Section C:

An employee's schedule shall not be changed for brief periods of time or on short notice for the sole purpose of avoiding the payment of overtime.

Section D:

When an employee is required to attend a mandatory training, when not scheduled for work, he or she shall be compensated consistent with the Compensation Units 1 & 2 Agreement.

Section E – Rest Periods:

The Agency and the Union agree that rest periods will be provided as follows:

1. One (1) thirty (30) minute break for every four hours worked, one of which will be an unpaid 30 minute lunch break as required by the DPM.
2. One (1) fifteen (15) minute break applicable for every two (2) hours worked beyond the regular tour of duty. The same principle shall apply for overtime.

ARTICLE 25 UNION REPRESENTATION

Section A:

One (1) Chief Steward and up to (6) Shop Stewards shall be designated by the Union and shall be accorded recognition by the Agency as representatives for employees in the bargaining unit.

Section B:

The Union will furnish the Agency a written list of elected officials, stewards and authorized employee representatives and submit changes quarterly and as they occur. Recognition will be

given to those representatives whose names have been submitted to the Agency for the purpose of official time.

Section C:

Stewards are authorized to perform and discharge the duties and responsibilities of their position as it relates to representing the employees of the unit. Request by Stewards to meet with employees or request of employees to meet with Stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited and the general nature of the Union business to be conducted. The supervisor may deny access based on workload or staffing reasons but will provide access at the earliest feasible opportunity.

Section D:

The Agency shall make every reasonable effort to notify the Union and the steward no later than (14) fourteen calendar days prior to placing Union representatives on details or making shift changes. In the case of reassignments or transfers, the requirements of Article 24 shall apply. In no case shall such action be taken as a means of punishment or retaliation.

Section E- Request for Official Union Time:

1. The Agency shall establish and maintain an electronic application that will allow any authorized Union official to submit request for the use of official time. The electronic application will keep a running tally of the number of official time hours used and remaining for both the Union President and the remaining Union officials during the weekly time period. The electronic application may be periodically updated to allow for enhancements which allow for greater efficiency and transparency. Any updates to the system shall be communicated to the Union prior to implementation.
2. A Union's representatives request to use official time shall be made by a reasonable date that allows the Agency to either approve, disapprove, or cancel such request at least one week prior to such meeting, except that a Union representative may request to use official time:
 - a. Participate or attend an unscheduled meeting; or
 - b. Engage in official time activities that could not have been scheduled a week prior to the requesting date. The Agency shall, in a reasonable time, either approve, disapprove, or cancel a request made pursuant to clause (a) or (b).
3. If a request to use official time is denied or cancelled, the Union representative for whom official time was requested shall be notified within 48 hours of such denial or cancellation of a rescheduled date on which the representative may use official time.

Such rescheduled date shall be within (5) five calendar days of the original request of official time.

4. If the Agency fails to respond to the initial request for official time the request shall be deemed approved.
5. A Union representative may use approved official time only after first reporting for his/her scheduled tour of duty.
6. Duty to Report - A Union representative, prior to using approved official time, shall submit the request for the use of official time through the electronic application. The Agency shall maintain records of official time used. The Agency shall provide copies to the Union upon request.
7. Recordation – A Union representative, prior to using approved official time, shall submit the request for the use of official time through the electronic application. The Agency shall maintain records of official time used. The Agency shall provide copies to the Union upon request.

Section F- Hours of Official Time:

1. The term “official time” as used in this agreement shall mean an approved absence from duty by a recognized Union official during regular hours of duty without loss of regular or premium pay and without charge to annual leave, sick leave or compensatory time, for conducting official union business as defined in Section G below. Official time may only be granted to Shop Stewards and elected officials whose names have been submitted to the Agency.
2. Up to 35 hours of official time per week may be used by the Union (to be distributed by the Union amongst its Steward and Officers, excluding the President) to engage in permissible official time activities. Up to 50 % of the number of hours that constitute the Union President’s weekly tour of duty may be used by the Union President, per week, to engage in permissible official time activities.

Section G- Permissible Official Time Activities:

Union representatives who are Agency Employees shall be permitted official time to engage in the following activities:

1. Assisting employees in the preparation and/or presentation of grievances, complaints and appeals;
2. Investigating alleged violations of the Parties collective bargaining agreement;

3. Preparation for and presentation in a hearing before a negotiated arbitrator, the PERB, the Office of Employee Appeals, the Office of Human Rights, and other applicable jurisdictional bodies;
4. Furnishing employees advice on their rights and privileges under the Parties collective bargaining agreement and applicable laws, rules and regulations;
5. Attending scheduled training to further the interest of improving the Labor-Management relationship;
6. Arranging for witnesses and obtaining other information or assistance relative to a grievance or appeal;
7. Attending Labor-Management Partnership Council meetings, Council oversight hearings involving the Agency, and any meetings in which the Union is invited and scheduled to meet with the Mayor or his/her designee, City Council, or Congress relating to labor-management relations; and
8. Travel to and from any of the activities listed above.

Section H:

The Parties understand and agree that workload and scheduling considerations may not always allow for the immediate release of Union representation from their work assignments. While discretion for release lies with the Agency, such permission for release shall not be unreasonably delayed.

Section I:

Non-employee union representatives must give two (2) hours of advance notice prior to entry into any Agency facility to conduct union business. Said notice must be provided to the Agency Labor Liaison or his/her designee.

Section J:

Upon entering a work area other than his/her own, the Union representative shall advise the appropriate supervisor of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area but not meet with a bargaining unit member, he/she must notify the appropriate supervisor upon arrival.

Section K:

The union agrees that grievances should preferably be investigated, received, processed and presented at a time when Agency performance standards will not be compromised unless

otherwise authorized. The Agency will not prevent Union representatives from representing employee at reasonable times consistent with the provision of this Agreement.

Section L:

No Union official will be disadvantaged in the assessment of his/her performance based on the use of official union time.

ARTICLE 26 CONTRACTING OUT

Section A:

It is recognized that contracting out work that is normally performed by employees covered by this Agreement is of mutual concern to the Agency and the Union. When there will be a known adverse impact to bargaining unit employees, the Employer shall meet with the Union within thirty (30) business days prior to final action, except in emergencies.

Section B:

The Agency agrees to meet with and provide the Union with a full opportunity to make its recommendations known to the Agency who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The agency agrees to abide by appropriate District regulations regarding contracting out.

ARTICLE 27 REDUCTION IN FORCE

Section A:

The Agency agrees that reductions-in-force will be conducted in accordance with the procedures set forth in D.C. Official Code §1-624.02.

Section B:

The Parties agree that an employee identified for separation from his/her position through a reduction-in-force action may appeal his/her separation only in accordance with D.C. Official Code §1-624.08. A reduction-in-force action is not a grievable matter under this Agreement.

Section C:

In the event of a reduction-in-force, the Agency shall engage in impact and effects bargaining, upon request by the Union.

Section D:

When requested by the Union, the Agency agrees to provide the Union with information that is relevant and necessary for the Union to engage in impact and effects bargaining.

ARTICLE 28 LABOR-MANAGEMENT COOPERATION COMMITTEE

Section A:

Consistent with the principles of the D.C. Labor-Management Partnership Council, the Parties agree to establish and support appropriate partnerships within the OUC. The Labor-Management Cooperation Committee shall be composed of equal number of high level officials representing each Party. The purpose of the meetings shall be to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters which either Party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings, nor shall the meeting be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

Section B:

The Committee shall establish itself within 30 days of signing and approval of this agreement and shall request labor management training within 60 days of establishing itself. Such training shall be conducted on a bi-annual basis. The parties shall make every attempt to have Federal Mediation and Conciliation Services (hereinafter referred to as the "FMCS") provide such training. Any cost associated with partnership training shall be shared equally by the Parties. The LMCC shall determine its guidelines and operating procedures at its inaugural meeting and memorialize such procedures in writing. All committee decisions shall be made by consensus only.

Section C:

1. The standing members of the LMCC appointed by the Union shall be granted official time to attend the LMCC meetings. If such member(s) attend(s) meetings that fall outside of his/her normal tour of duty, the Agency will attempt to modify their tour of duty. If the employee's tour of duty cannot be modified, the meeting will be rescheduled.
2. The Union shall notify the Agency at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member. The Agency shall grant official time to the alternate member.

Section D:

If issues of health and/or safety arise, either Party may demand a meeting of all or part of the committee to be scheduled as soon as is practicable. Sub-committees may also be formed to address specific and/or longstanding issues.

ARTICLE 29 SENORITY

Section A:

Seniority shall be considered when making decisions regarding shift changes, leave approval and other working conditions. Seniority determination shall be made in the following order:

1. Service computation date.
2. Time in position.
3. Alphabetical order of surname shall be used when employees occupy the same position, hired or promoted on the same day.

Section B:

An employee(s) continuous service shall be broken by voluntary resignation, discharge for cause or retirement. If an employee returns to his former, or comparable, position within one-year, the seniority he had at the time of his/her departure will be restored but he/she shall not accrue additional seniority during his/her period of absence.

Section C – Seniority List:

The agency shall provide the Union, annually, with a list of names of employees represented by the Union. The list will be in seniority order as defined by this Article.

ARTICLE 30 FACILITIES AND SERVICES

Section A:

The Agency agrees to the use of its facilities for meeting purposes for the Union subject to the following conditions:

1. The use of facilities will not involve any additional expense to the District Government other than the normal expenses which are incurred for items such as heating and lighting.

2. The Union agrees to notify the agency in writing at least five (5) days in advance that it intends to have a Union meeting within the tenant occupied space of OUC facilities.
3. To reserve the facility, the Union must send a request, via e-mail, to the Labor Liaison or his/her designee. The Labor Liaison/designee will respond within two (2) business days of the request. Failure to reply shall be construed as an approval of the Union's request.
4. The Union recognizes its responsibility in using District facilities to observe all applicable security and public safety regulations and to conduct its meetings in an orderly manner so as not to interfere with normal work operations, and assumes responsibility for all damages to District property occasioned by their use, and agrees to leave the facility in a clean and neat condition.
5. The Employer agrees to provide the Union with an office of a size to accommodate 2 desks, 2 computers, 4 chairs, a file cabinet, and a telephone for the purpose of conducting Union business. The office will lock.

ARTICLE 31 BULLETIN BOARDS

The Agency agrees to provide a reasonable amount of space on existing or new bulletin boards and in areas commonly used by employees in locations mutually acceptable to the Union and the Agency. The Union shall use this space for the purpose of advising members of meetings and any other legitimate Union information.

ARTICLE 32 DISTRICT PERSONNEL MANUAL

The Agency shall make available to the Union in its Personnel Office any portion of the D.C. Personnel Manual that is not available on the District's web site. The Agency shall furnish the Union with a copy of all Agency regulations.

ARTICLE 33 SAVINGS CLAUSE

Section A:

In the event any article, section or portion of the Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply only to the specified article, section or portion thereof specified in the decision; and upon issuance of such a decision, the Agency and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

Section B:

This collective bargaining agreement represents the complete agreement between the parties for the term and cancels and supersedes any and all previous agreements entered into between the Parties.

ARTICLE 34 DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement shall remain in full force and effect until September 30, 2017. The Agreement will become effective upon ratification by the Union and Mayor's approval subject to the provisions of the D.C. Official Code §1-617.15 (2001 Ed.). If disapproved because certain provisions are asserted to be contrary to applicable law, or if not ratified by the Union, the Parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section B:

The Parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiating during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject matter.

Section C:

The Employer and Union agree to waive their right to negotiate with respect to any subject matter covered in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

Section D:

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

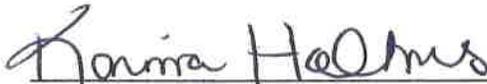
Section E:

This agreement shall remain in effect until September 30, 2017. If either party desires to reopen the Agreement it will do so during the month of June 2017. The agreement may be rolled over for two (2) years.

On this 23rd day of May, 2016, and witness thereto the parties hereto have set their signature.

FOR THE OFFICE OF UNIFIED COMMUNICATIONS

FOR NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL R3-07

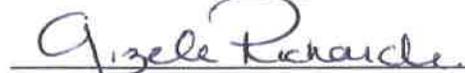

Karima Holmes, Director
Office of Unified Communications

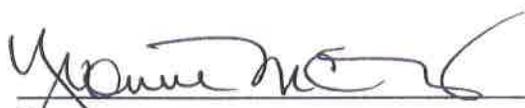

Lee Blackmon, Chief Negotiator
Representative, NAGE, SEIU, Local R3-07


Lionel C. Sims, Director
Office of Labor Relations and
Collective Bargaining


Robert Shore, Esq., Counsel for NAGE,
SEIU, Local R3-07


Repunzelle Bullock, Esq., Chief Negotiator
Office of Labor Relations and
Collective Bargaining


Gizele Richards, Negotiation Team
Member


Yvonne McManus, Negotiation Team
Member

APPROVAL

This working conditions collective bargaining agreement between the District of Columbia Government Office of Unified Communications and National Association of Government Employees, Local R3-07, Service Employees International Union, dated May 23, 2016 has been reviewed in accordance with §1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 25th day of May, 2016.



Muriel C. Bowser, Mayor