

**WORKING CONDITIONS  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE**

**DISTRICT OF COLUMBIA GOVERNMENT  
DEPARTMENT OF GENERAL SERVICES**

**AND**

**TEAMSTERS LOCALS 639 AND 730**

**COVERING**

**WAGE GRADE EMPLOYEES**

**Effective April 1, 2013 - September 30, 2017**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION AND COVERAGE	3
II	DEFINITIONS	6
III	MANAGEMENT RIGHTS	7
IV	EXTRA CONTRACT AGREEMENTS	8
V	PROBATIONARY PERIOD	9
VI	SENIORITY	9
VII	UNION ACTIVITIES	10
VIII	DRUG TESTING	15
IX	ACCESS TO EMPLOYEES	19
X	INSPECTION PRIVILEGES	19
XI	SERVICE FEES	19
XII	DRIVE AUTHORIZATION AND DEDUCTIONS	21
XIII	CREDIT UNION CHECK-OFF	22
XIV	INVESTIGATIONS	22
XV	BULLETIN BOARDS	23
XVI	PERSONNEL FILES	24
XVII	DISCIPLINE AND DISCHARGE	25
XVIII	GRIEVANCE PROCEDURE	28
XIX	NO STRIKES AND NO LOCK OUTS	34
XX	SAFETY COMMITTEE	34
XXI	SAFETY AND HEALTH	35
XXII	LOSS OR DAMAGE	39
XXIII	INCLEMENT WEATHER	39
XXIV	POSITION DESCRIPTION AND CLASSIFICATION	40
XXV	TRAINING AND CAREER LADDER	41
XXVI	PROMOTIONS	42
XXVII	WORK FORCE CHANGES	43
XXVIII	WORK SCHEDULES AND OVERTIME	44
<del>XXIX</del>	<del>SPLIT SHIFTS</del>	<del>45</del>
XXX	REST AND CLEAN-UP PERIODS	45
XXXI	CONTRACTING OUT	46
XXXII	CONFORMITY TO LAW – SAVING CLAUSE	46
XXXIII	MATTERS NOT COVERED	46
XXXIV	DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES	47
XXXV	BACK PAY	47
XXXVI	MOTOR VEHICLE OPERATOR'S LICENSE	48
XXXVII	TOOLS	48
XXXVIII	EMPLOYEE ROSTERS	49
XXXIX	EMPLOYEE ASSISTANCE PROGRAM	49
XL	DURATION OF AGREEMENT	49

## **ARTICLE I. RECOGNITION: COVERAGE**

### **Section A**

The District of Columbia Department of General Services (DGS) recognizes the Local Union No. 639 and Local Union No. 730 (the "Union"), affiliated with the International Brotherhood of Teamsters, as the sole and exclusive collective bargaining representative(s) for the purpose of negotiating wages, hours and other conditions of employment for all employees bargaining unit as hereinafter defined below.

### **Section B**

The parties further understand that the Union's representation of employees included in the unit is defined by law.

#### **OPERATING ENGINEER UNIT (Local 730)**

Boiler Plant Operator General Supervisor  
Boiler Plant Operator General Supervisor – High Pressure  
Boiler Plant Equipment Supervisor  
Boiler Plant Equipment mechanic  
Boiler Plant Operator Supervisor  
Boiler Plant Operator Assistant Supervisor  
Boiler Plant Operator Leader  
Boiler Plant Operator I, II, III, IV  
Electrician Supervisor  
Electrician Leader  
Electrician  
Industrial Equipment Repairer  
Heating and AC Equipment Mechanic Leader  
Heating and AC Equipment Mechanic  
Heating and AC Equipment Mechanic Worker  
Maintenance Mechanics Supervisor – Electrical  
Steamfitter Leader  
Steamfitter  
Steamfitter Worker

**MAINTENANCE AND CRAFT UNIT (Local 639)**

Carpenter Leader  
Carpenter  
Carpenter Worker  
Cement Finisher  
Crane Operator  
Custodial Worker Supervisor  
Custodian  
Digital Computer Mechanic  
Electronic Worker  
Electronic Worker Leader  
Equipment Operator I, II  
Gardener Leader  
Gardener  
Gardener Worker  
General Appliance Repairer  
General Equipment Repairer  
General Equipment Repair Worker  
General Maintenance Repair Leader  
General Woodwork Helper  
General Woodwork Repairer  
Grounds Supervisor  
Heavy Equipment Operator  
Janitor  
Locksmith Supervisor  
Locksmith leader  
Locksmith  
Locksmith Worker  
Maintenance Mechanic Supervisor – Carpentry  
Maintenance Mechanic Supervisor – Emergency Response  
Maintenance Mechanic Supervisor – Paint and Plaster  
Maintenance Mechanic Supervisor – Roofing  
Maintenance Mechanic Supervisor  
Maintenance Worker Supervisor  
Maintenance Worker I, II  
Maintenance Worker Helper  
Mason  
Night Custodian  
Painter Supervisor  
Painter Leader  
Painter

Painter Helper  
Pest Control Supervisor  
Pest Control Leader  
Pest Controller  
Piano Tuner Repairer  
Pipefitter Supervisor  
Pipefitter leader  
Pipefitter  
Pipefitter Worker  
Plasterer  
Plasterer Leader  
Plumber  
Plumber Leader  
Plumber Helper  
Plumber Worker  
Roofer Supervisor  
Roofer Leader  
Roofer I, II  
Sheet Metal Mechanic  
Sheet Metal Mechanic Worker  
School Maintenance Worker  
Typewriter Repairer  
Welder Leader  
Welder  
Welder Worker  
Window Shade Mechanic  
Window Shade Helper

**TRANSPORTATION (Local 639) AND WAREHOUSE SERVICE (Local 730) UNIT**

Automotive Mechanic  
Maintenance Mechanic  
Material Handler  
Mobile Equipment Servicer  
Motor Vehicle Attendant  
Motor Vehicle Operator  
Office Appliance Repair Worker  
Warehouse Leader  
Warehouseman

## **Section C**

Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and facilities and the direction of the employees covered by this Agreement is vested exclusively in the Department of General Services.

## **ARTICLE II. DEFINITIONS**

Except as otherwise set forth herein, when used in this collective bargaining agreement ("Agreement"), the below terms will be defined as follows:

- A. DGS -- The term "DGS" shall mean Executive Director of the Department of General Services or his/her successor.
- B. Union -- The term "Union" shall mean Teamster Local 639 and Teamster Local 730, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.
- C. Employee -- Any DGS employee represented by the Union and covered by the Agreement.
- D. Term of Agreement--The period during which this Agreement is in force and effective, as provided herein.
- E. Collective Bargaining -- The term "Collective Bargaining" means negotiations between DGS and the Union on matters of wages, hours and other conditions of employment.
- F. The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations.
- G. Seniority -- an employee's length of continuous service with DGS, the former Office of Public Education Facilities Modernization (OPEFM) and District of Columbia Public Schools ("DCPS"), measured in calendar days from the Employee's most recent date of hire with DGS, OPEFM or DCPS.
- H. Immediate Relative means the following relatives of the employees: spouse (including a person identified by an employee as his/her "domestic partner" (as defined in D.C. Official Code §32-701 (2001 edition)), and

relative laws, and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian) and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

- I. Supplemental Agreement -- The term "Supplemental Agreement" means any additional agreement, supplement, amendment or extension mutually agreed to between DCPS and the Union.

### **ARTICLE III.        MANAGEMENT RIGHTS**

#### **Section A**

The Union recognizes the Comprehensive Merit Personnel Act (CMPA) as codified at D.C. Official Code §1-617.08, provides that DGS shall retain the sole right, in accordance with applicable laws, rules and regulations to:

1. To direct employees of DGS
2. To hire, promote, transfer, assign and retain employees in positions within DGS and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties and to conduct reductions-in-force because of lack of work or other legitimate reasons;
4. To maintain the efficiency of DGS operations;
5. To determine the mission of DGS, its budget, its organization, the number of employees, to establish the tour of duty, to determine the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty;
6. To determine the technology for performing its work, and its internal security practices; and
7. To take whatever actions may be necessary to carry out the mission of DGS in emergency situations.

## **Section B**

The selection and implementation of management rights are not subject to collective bargaining negotiations. In accordance with D.C. law, DGS shall bargain with the Union upon request over the impact and effects of DGS's exercise of any management rights.

## **Section C**

An act, exercise or agreement of DGS shall not be interpreted in any manner as a waiver of the sole management rights contained in D.C. Official Code §1-617.08(a).

## **Section D**

The parties recognize that management rights are beyond the scope of collective bargaining. The parties further recognize that such rights do not preclude negotiation over the impact and effect of the exercise of management's rights on changes in the terms and conditions of employment as permitted by law.

## **Section E**

All matters shall be deemed negotiable except those listed at D.C. Official Code §1-617.08, or as determined by the Public Employee Relations Board.

# **ARTICLE IV. EXTRA CONTRACT AGREEMENTS**

## **Section A**

DGS agrees not to enter into any agreement or contract with its employees, as employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **Section B**

This Article shall not be interpreted to prevent DGS from addressing and resolving grievances presented by individual employees without the intervention of a labor organization, as provided in D.C. Official Code §1.617.06(b). Any such resolution shall not be considered as a precedent or as relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances.



**ARTICLE V.        PROBATIONARY PERIOD**

**Section A**

All individuals hired by DGS shall be required to successfully complete a minimum probationary period of one (1) year.

**Section B**

The parties agree that probationary employees shall not be entitled to certain provisions of this Agreement, including the right to grieve and arbitrate or otherwise appeal their separations.

**ARTICLE VI.        SENIORITY**

**Section A**

Principle of Seniority - The principle of seniority shall apply at all times. Everything being equal, seniority shall apply but fitness and ability shall be considered at all times. Seniority is as defined in Article II. There shall be a one (1) year probationary period. Discharge or resignation shall constitute a break in service. The last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. This shall not be interpreted or applied in any way inconsistent with federal law and/or D.C. Law. Any appeal of a reduction-in-force shall be filed pursuant to law. For the purpose of application under this Agreement, seniority shall be maintained on an occupational unit basis. Seniority will be bridged for job assignments and vacation purposes.

**Section B**

Every October 1, DGS shall furnish the Union with a seniority list showing the continuous service of each employee within that occupational unit.

**Section C**

An employee shall lose his seniority for the following reasons:

1. He quits or retires.

2. He is discharged and the discharge is sustained,
3. He obtains leave under false pretenses or engages in other employment during a leave of absence.
4. He does not notify the DGS Office of Human Resources of his desire to return to work five (5) days prior to the expiration of the extended leave of absence.

#### **Section D**

A dispute evolving under application of the seniority provision of this Agreement shall be a proper subject for the grievance procedure ending in binding arbitration.

#### **Section E**

Seniority shall not accrue to new employees until completion of the one (1) year probationary period. Upon successful completion of the probationary period, a new employee's seniority shall be established retroactively to that employee's most recent date of hire.

#### **Section F**

DGS shall annually furnish the Union with a seniority list showing the seniority date of each employee within the bargaining unit.

### **ARTICLE VII. UNION ACTIVITIES**

#### **Section A Number of Representatives**

DGS shall recognize elected/appointed Officers and Shop Stewards such that there is no more than one (1) Steward for every fifty (50) employees. Stewards will be located at the Operations, Warehouse and Maintenance locations.

#### **Section B Designation of Representatives**

1. The Union shall provide DGS's Labor Liaison in writing with a complete list of all Union Officers and Stewards. It shall be the

responsibility of the Union to notify DGS managements of any changes in the roster of Union Officers and Stewards.

2. Changes to the list of Union Officers and Stewards normally will be submitted to DGS's Labor Liaison or other designated DGS official at least two (2) workdays prior to the assumption of representational responsibilities by any new officers or stewards. If a union official/representative is not on the list of designated representatives and is needed prior to the Union providing DGS with the required two (2) days' notice, the Union President shall notify the Agency head or his/her designee by phone or facsimile before the official will be recognized, absent exigent circumstances. DGS will not recognize any official/representative who is not listed as required or for whom notification was not provided in accordance with this Section.

#### **Section C Advance Notice Required When Requesting Official Time**

1. Representatives of the Union will be granted reasonable amounts of official time to carry out their representational duties in accordance with the provisions of this Article.
2. Official time for all Union representatives must be requested and approved in advance consistent with workload requirements except when exceptional circumstances do not allow for advance approval.

#### **Section D Requests for Official Time**

1. Stewards are authorized to perform and discharge the duties and responsibilities of their position as it relates to representing the employees of the Unit. Requests by Stewards to meet with employees or requests by bargaining unit employees to meet with Stewards shall not require prior explanation to the supervisor of the problem(s) involved other than to identify the area to be visited, and the general nature of the Union representational matter(s). Union representatives shall obtain advance permission (by submitting an Official Time Form) from their immediate supervisor or their immediate supervisor's designee when leaving work to transact permissible labor-management business (as defined by this Agreement) during work hours. If the request for Official Time is denied, the Union representative will be informed at that time when she/he will be permitted to leave. If the immediate supervisor is not available, permission will be requested from the next higher level of supervision.

2. The parties recognize that some issues may be of a sensitive nature and may require sensitivity and care when representing employees involved in such matters. In such cases, the Union representative will contact the Labor Liaison to request official time to attend to the Union representation matter perceived to be of a sensitive nature. The Labor Liaison will consult with the appropriate supervisor after receiving the Union's request for Official Time.

#### **Section E Advance Notification When Visiting Work Areas**

Union representatives will provide the appropriate supervisors with reasonable advance notice of his or her desire to speak with employees in a particular work area. Upon entering a work area other than his/her own, the Union representative shall immediately advise the appropriate supervisor of his/her presence and the name(s) of the employee(s) 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 also notify the appropriate supervisor upon arrival.

#### **Section F Official Time for Representational Activities**

1. For the purpose of this Article, "representational functions" means those authorized activities undertaken by bargaining unit employee representatives on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement. Employees required to appear at meetings and conferences at the request of the District or U.S. Government or DGS officials, or pursuant to a request from the D.C. Council, the Office of Personnel Management or the U.S. Congress, shall not be charged annual leave for such purposes and shall be provided administrative leave to the extent consistent with law and regulation. The employee receiving such a request shall immediately notify the appropriate supervisor and, upon request, provide a copy of the request or other appropriate evidence of the request. Additional examples of activities for which a reasonable amount of official time will be authorized, upon advance request by the Union are as follows:
  - a. Assisting employees in the preparation and/or presentation of grievances, complaints or appeals;

- b. Grievance meetings, administrative hearings and arbitration hearings;
  - c. Disciplinary or adverse action proceedings;
  - d. Labor negotiations as a representative of the employees;
  - e. Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;
  - f. Attendance at board and other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.
  - g. Attendance at meetings between the Employer and the Union;
  - h. Attendance at DGS recognized/sponsored activities to which the Union has been invited;
  - i. Attendance at meetings between the Union and bargaining unit employees regarding the terms of working conditions and conditions of employment, and
  - j. Other joint labor/management activities benefitting both Labor and DGS.
2. Official time shall not include the time spent on internal Union business, including, but not limited to:
- a. Attending Union meetings regarding internal Union business;
  - b. Soliciting members;
  - c. Collecting dues;
  - d. Posting notices of union meetings;
  - e. Carrying out elections;
  - f. Preparing and distributing internal Union newsletters or other such internal documents.

## **Section G**

DGS recognizes that accredited National Representatives may need access to the premises at respective agencies during working hours to conduct Union business. When access to agency premises is required by National Representative(s), reasonable advance notification must be submitted to and prior approval received from the Labor Liaison. Such access may not hinder employees in the performance of their work assignments. The Labor Liaison will consult with and ensure that the appropriate supervisor(s) of the facility to be visited is aware of the date and time of the Union National Representative's visit.

## **Section H**

DGS will not prevent union representatives from representing employees at reasonable times consistent with the provisions of this Agreement. The Union and employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the Agency agrees that such permission for release shall not be unreasonably delayed or denied.

## **Section I**

Stewards assigned tours of duty other than day shift and scheduled days off shall have their assigned tour of duty and scheduled day(s) off (if applicable) changed to coincide with the time of a grievance hearing. However, no overtime or other form of compensation shall be allowed for attendance at such meeting.

## **Section J**

Where employees are not represented by the union with exclusive recognition for the unit, a representative of the exclusive labor organization must be given an opportunity to be present at any meeting held to resolve the grievance.

## **Section K**

This Article shall not be interpreted in any manner which interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

## **Section L**

During investigatory questioning that is likely to lead to discipline, DGS will notify employees of their right to Union representation.

### **Section M**

If a Steward is transferred by an action of DGS (not including promotion or transfer at the employee's request), that individuals may continue to act as a Steward for his former work site for a period not to exceed thirty (30) days after notification of the transfer.

### **Section N Performance of Duties**

1. The Union and DGS agree that all Union Stewards have full-time job duties to perform as employees, and that Stewards shall therefore keep time spent handling grievances and other official Union matters during working hours to a minimum.
2. Stewards shall perform their Union duties in a manner that does not interfere with the work of other employees or DGS's performance and provision of services. DGS agrees that there shall be no unlawful restraint, interference, coercion, or discrimination against a Steward in the performance of such duties.

### **Section O Management-Steward Meetings**

To facilitate the resolution of grievance and in the interest of labor-management cooperation and the maintenance of positive labor relations, the Labor Liaison, shall meet once every two weeks with the Union's stewards at a mutually agreeable time, day and place. These meetings will give management and the Union's stewards a chance to know each other better and will provide an opportunity for both sides to raise concerns, suggestions and potential grievances for informal discussion and resolution. Management-Steward Meeting may be used as forum to develop an informal process for the resolution of grievances already submitted through the grievance and arbitration Article of this Agreement. If an informal process is used the President of the Union agrees that Stewards so engaged in the informal resolution of grievances have the authority to bind the Union.

## **ARTICLE VIII DRUG TESTING**

Employees may be tested as required by law. If employees are required to have drug tests, the following provisions will apply. As one government institution

whose work affects the health, safety and well-being of students who attend D.C. Public Schools (DCPS), it is incumbent upon us to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances or alcohol, not authorized by a physician, continue to be prohibited either on school premises, at school-related activities, or in off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. In addition, we recognize that off-the-job use may signal a risk of use on the job.

## **PROCEDURES**

### **Section A Types of Tests and Drugs**

1. A routine drug screening test, using the thin layer chromatography method, will be used to screen for the following drugs:

#### **DRUGS SCREENED**

- a. Amphetamines
- b. Methamphetamines
- c. Phenmetrazine
- d. Morphine or Heroin
- e. Codeine
- f. Demerol
- g. Dilaudid
- h. Quinine
- i. Darvon
- j. Methadone
- k. Cocaine, Free
- l. Cocaine, Metabolite (Benzoylecgoine)
- m. Phenobarbital
- n. Short Acting Barbiturates (Pento-, Seco-, Amo-, Butabarbital)
- o. Phencyclidine (PCP)
- p. Methaqualone
- q. Phenothiazine
- r. Cannabinoids
- s. Alcohol
- t. Any other illicit or controlled substances



2. If marijuana is detected in the initial testing, a confirmation test will be performed using the gas chromatography/mass spectrometry method.
3. All tests shall be conducted using screening and confirmation detection limitations consistent with currently established testing methods and capabilities.

### **Section B Sample Collection Site**

Employees will be advised of the designated times and locations for the collection of urine samples.

### **Section C Chain of Custody**

Specific procedures shall be followed to ensure accuracy of test results, authenticity of samples, and confidentiality. These procedures shall be explained to each employee prior to the collection of his or her sample. The procedures to be observed are as follows:

1. Each employee is to be called to the collection area individually and given an opportunity to discuss the procedures which will be employed.
2. The employee will execute a release of information form permitting the results of the test to be provided to necessary DGS officials.
3. The employee will be given a sterile pre-labeled collection bottle and sent to a private bathroom for the collection of the urine. The employee will be instructed to wash and dry his/her hands thoroughly prior to urination and to return the bottle to a designated employee of the collection facility.
4. The collection site personnel shall inspect each specimen, in the presence of the employee, for warmth, color and signs of contaminants. Any unusual findings must be indicated on a chain-of-custody form. If the specimen appears suspicious, a new specimen must be collected under direct observation by a person of the same sex.
5. Following inspection, the specimen will be immediately poured into a shatterproof container. The container will be securely capped and sealed with security tape or other sealable apparatus. The employee must then

initial over the sealed area of the bottle. In addition to the employee's name, the container shall be labeled with the employee's social security number, the name of the collection site, and the date and time of the collection. The sample will remain in the view of the employee until it is sealed, initialed and placed in the envelope.

6. Specimens will be properly refrigerated and stored, in a secured area, to retain for testing. The specimen must be securely maintained at all times and chain of custody forms must be signed by all personnel handling the specimen whether for transportation, testing or storage. Every effort must be made to minimize the number of people handling the specimen in order to simplify and tighten the overall security. Any damage to a specimen must be immediately reported to the appropriate DGS official and the employee will be scheduled for a new collection.
7. Specimens which test negative shall be disposed of as soon as possible. Specimens which test positive shall be automatically confirmed using a test which is different in format and chemical theory from the initial test procedure. All confirmed positive specimens shall be placed in long term frozen storage for a period of eighteen (18) months. If, at the end of this period, the storage facility has not been advised of the need to retain the specimens indefinitely, the specimens will be discarded.

#### **Section D Testing Results**

1. Employees shall be immediately advised of their test results in a confidential manner. All employees who test positive shall be advised of the type of disciplinary action which will be imposed against them and of their appeal rights.
2. An employee who has once tested positive, and who is retained in an employment status with DGS, will thereafter be subject to drug testing, without advance notice, during the calendar year in which the drug test was originally performed and the next succeeding calendar year.
3. Employees who test positive and who are suspended rather than terminated, will be required to consult with District's Employee Assistance Program (EAP) and to participate in any counseling required as a result thereof. Supervisors shall monitor the

employee's progress and certify that the employee has complied with the requirements of the EAP. Participation in the EAP program does not insulate employees from discipline.

4. Results of tests conducted by DGS pursuant to this directive shall not be provided to any agency, whether public or private, or to any individual within DGS other than those with a demonstrated need to know.

## **Section E**

Where the law or provider authorize or use materially equivalent procedures, they will also be acceptable.

## **ARTICLE IX. ACCESS TO EMPLOYEES**

### **Section A**

The Union shall be notified monthly of all new hires and rehired employees. The Union shall be granted access to explain Union membership, services and programs.

## **ARTICLE X INSPECTION PRIVILEGES**

Accredited representatives of the International Brotherhood of Teamsters, whether local Union representatives, Joint Council, or International representatives, shall be allowed on employer property during the non-work period of employees covered by this Agreement to discuss Union business relative to the terms and conditions of this Agreement with them. Any Union representatives desiring to visit employer property shall first secure permission from the administrator in charge and shall advise him/her of the reason for such visit. Employees shall not be hindered from fulfilling their work assignments. Access shall not be unreasonably withheld under this Article.

## **ARTICLE XI. SERVICE FEES**

### **Section A**

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that

employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the employees in the unit are members of the Union.

## **Section B DUES AND INITIATION FEE DEDUCTIONS**

1. Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement, DGS will ensure the proper deductions biweekly from the pay of each such employee all dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions within seven (7) working days, whenever possible, from when the deduction is made. All authorizations of deductions shall be irrevocable for the term of this Agreement unless the employee leaves the bargaining unit. When Union dues are canceled, the employer shall withhold a service fee in accordance with Article XI. Service Fees.
2. The Employer shall deduct \$.10 deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted. This amount represents the fair value of the cost to the Employer for performing the service of payroll deduction.
3. The Union shall indemnify, defend and 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.
4. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights under *Hudson v. Chicago Teachers Union Local No. 1*, 743 F. 2d 1187, 1191, 117 LRRM 2314 (7<sup>th</sup> Cir. 1984), and related cases. The dues check-off authorization may be cancelled by the employee at any time during the duration of the Agreement. The Union shall provide a copy of its Hudson Plan to the Employer, within one month of the effective date of this Agreement.

5. The employee's authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB) on the D.C. Form 277, or other appropriate form.
6. Payment of dues or service fees shall not be a condition of employment.
7. When the Union notifies OLRCB of an increase in the dues and/or service fees to be withheld from the pay of unit members, such notice must identify the authority in the Constitution or Bylaws that support the increase and a statement that all procedures prerequisite to the increase were followed.

**ARTICLE XII. Democratic, Republican, Independent Voter Education (DRIVE) AUTHORIZATION AND DEDUCTION**

**Section A**

Upon receipt of lawfully executed authorizations, DGS agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democratic, Republican, Independent Voter Education (DRIVE). DRIVE shall notify DGS of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employees earned a wage. DRIVE deductions and the revocation of such deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement Services (OPRS), District of Columbia Government.

**Section B**

The Union shall indemnify, defend and hold the employer harmless from and against any and all claims, demands, charges, complaints or suits based on or arising out of any action taken by DGS pursuant to this Article. . In any case in which a judgment is entered against the employer as a result of DRIVE contributions, the amount of all such DRIVE deductions held to have been improperly deducted and transferred to the Union, shall be returned by the Union to the employer or conveyed by the Union to the employee(s) as appropriate.

**ARTICLE XIII. CREDIT UNION CHECK-OFF**

**Section A**

DGS agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given DGS written authorization to make such deductions. The amount so deducted shall be remitted on a bi-weekly basis to the Credit Union designated by the Union. DGS shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions during those weeks in which the employee has no earnings or in those weeks in which the employee's net earnings are less than the amount authorized for deductions.

**Section B**

Credit Union deductions pursuant to this Article, shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government. The Union shall indemnify and hold DGS harmless from and against any and all claims, demands, charges, complaints or suits based on or arising out of any action taken by DGS pursuant to this Article.

**ARTICLE XIV. INVESTIGATIONS**

**Section A**

This Agreement recognizes that the employee is granted certain constitutional rights and privileges and duly respects these liberties. However, the Employer and the Union also agree that certain circumstances will arise which will lead to an investigation or questioning of employees.

**Section B Definitions:**

**Investigation:** A duly authorized investigation as delegated from the Director or his designee, when there is reason to believe a disciplinary action will probably be taken.

**Questioning:** Questions asked by an immediate supervisor regarding a violation of DGS rules, regulations or other applicable rules, regulations, or laws. Questioning may or could lead to a duly authorized investigation.

### **Section C**

In cases of investigation, with the Business Agent or shop steward present, the willful refusal of an employee to answer such questions may be considered adequate grounds for recommending dismissal of such employee.

### **Section D**

The DGS shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test. No provision of this article shall apply to the extent that it may be prohibited by law.

## **ARTICLE XV. BULLETIN BOARDS**

### **Section A**

The DGS shall provide bulletin boards (or space on existing bulletin boards) for employee information and internal communications, in locations where there are members of the bargaining unit. Such space may be used by the Union to post documents and material providing information on:

1. Recreational and social affairs of the Union;
2. Union elections;
3. Any Report of the Union; and
4. Union meeting notices.

### **Section B**

Union notices and other postings on bulletin boards provided by DGS shall not contain anything political or of a libelous nature.

### **Section C**

An authorized Union representative shall be responsible for posting material on the bulletin board(s) and for keeping such notices timely.

## **Section D**

The Union agrees to immediately remove any material in violation of this Article once DGS makes such a request or once the Union is otherwise made aware that materials posted violate this Article.

## **Section E**

A courtesy copy of all materials to be posted pursuant to this article will be provided to the DGS Human Resources Division at the time of posting.

## **ARTICLE XVI. PERSONNEL FILES**

### **Section A**

The official personnel record of a DGS employee, which is kept by DCHR, shall be disclosed to the employee or any representative of his or her choice. All such disclosures shall be made in the presence of a representative of the agency.

### **Section B**

The following information which may be in an official personnel record shall not be disclosed to any employee:

1. Information which has been received on a confidential basis from a person under an agreement that the identity of the source of the information will not be disclosed; provided however, that such information may be disclosed if all information identifying the source of the information is deleted in such a manner to positively preclude identity of the source;
2. Medical information, which, in the judgment of the employee's physician would be injurious to the health of the employee, if disclosed;
3. Criminal investigative reports;
4. Suitability inquiries and confidential questionnaires undertaken in accordance with rights afforded under this chapter; and



5. Test and examination materials which may continue to be used for selection and promotion purposes; provided, however, that the description of test and general results thereof shall be disclosed.

### **Section C**

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.

### **Section D**

For the purpose of this subchapter, information other than a record of official personnel action is untimely if it concerns an event more than 3 (three) years in the past upon which an action adverse to an employee may be based. Immaterial, irrelevant, or untimely information shall be removed from the official record upon the 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 or her an opportunity to be heard.

## **ARTICLE XVII. DISCIPLINE AND DISCHARGE**

### **Section A.**

Except for actions which may result in damage to DGS or District property, or may be detrimental to the efficiency and discipline of the system, or may be injurious to other individuals, disciplinary measures shall be taken in the following order:

- Oral warning
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

An employee may be suspended immediately if the employee's behavior or condition constitutes a danger to the employee, other staff, students or the operation.

### **Section B**

Any disciplinary action or measure imposed upon an employee must be received by the employee, if hand delivered or post marked (if mailed) within fifteen (15) workdays of knowledge of the matter upon which the proposed action is based. It is understood that "knowledge of the matter" refers to the result of a reasonable and timely investigation. For example, if management is informed that something may require discipline, the knowledge of the matter starts at the conclusion of a reasonable and timely investigation.

### **Section C**

If DGS has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **Section D**

1. For suspension actions of five (5) workdays or more, or discharge, an employee shall be notified in writing with a copy to the Union no later than fifteen (15) workdays prior to the effective date. The notice shall include the intended action, with reasons for the action so stated. Within five (5) workdays of the receipt of the notice, the employee has the right to reply in writing, or in person, to all charges and to furnish any statements in support of his reply. The decision shall go into effect as stated unless, upon consideration by the responsible official of all relevant facts, the action is to be modified, at which time the employee and the Union shall be so notified, in writing, of the modification.
2. In cases involving suspension of less than five (5) days only, employees will be given seven (7) work days' notice prior to the effective date. Employees will have five (5) work days to respond. A copy of such written notice shall also be sent to the Union

### **Section E**

DGS shall not discharge any employee without just cause. However, discharge is appropriate for the first offense for the following:

1. Insubordination;
2. Violence or threats of violence;
3. Fighting on the job;

4. Possession of controlled substances without a prescription;
5. Intoxication;
6. Misrepresentation in securing employment or falsification of official records;
7. For confidential employees, breach of confidentiality;
8. Theft or dishonesty;
9. Unlawful discrimination or harassment, including sexual harassment;
10. Discourteous or abusive treatment of students, school faculty or administrators, the public, supervisors, or other employees; and
11. Misuse, mutilation or destruction of District property or funds.

#### **Section F**

The Union or an employee shall have the right to take up a suspension or discharge as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure.

#### **Section G**

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

#### **Section H**

The DGS shall discipline, suspend or discharge employees only for just cause. However, the parties understand and agree that the discipline, suspension or discharge of employees in their initial probationary period with the District shall be within the sole discretion of DGS.

## **ARTICLE XVIII GRIEVANCE PROCEDURE**

### **Section A**

A grievance is hereby defined as a complaint that there has been a violation, misapplication or misinterpretation of this Agreement.

### **Section B**

Unless stated otherwise, for purposes of this Agreement, notice shall be effective when it is received in writing by facsimile or electronic mail, hand delivery or date of receipt by the parties for documents sent via first-class mail.

### **Section C Categories:**

1. **Personal: An individual's grievance.** A grievance filed by an employee with or without the employee being represented by the Union.
2. **Group: A grievance involving a number of employees, at least two, but not all employees, in any subdivision of DGS.**

A group grievance must contain all the information specified in Step 2 of this Article. A sufficient description of the group shall accompany the grievance. This kind of grievance may be filed at whatever step resolution is possible.

3. **Class: A grievance involving all the employees in the unit.** It must be filed and signed by the Union President or designee with the DGS Director at Step 3 of the Grievance Procedure. Grievances so filed will be processed only if the issues raised are common to all unit employees.

A class grievance must contain all information specified in Step 2, of this Article. The DGS Director, or his/her designee, shall respond in writing within fifteen (15) working days of receipt of the grievance.

### **Section D**

Any employee may present a grievance at any time to DGS without the assistance of the Union. However, the Union has the right to attend any grievance meeting and to present its views concerning the grievance. Grievances brought

by the Union or an individual grievant under this Article shall be settled in the following manner:

**STEP 1**

An employee or the Union must initially present any grievance to the aggrieved employee's unit supervisor within five (5) working days after the first of either the Union or the employee acquires knowledge of the essential facts upon which the grievance is based. A grievance that is presented beyond this time period shall be considered untimely and shall therefore be rejected. If a grievance is presented on behalf of more than one grievant and at least two of the grievants report to different immediate supervisors, the grievance may be presented at Step 1 to the immediate supervisor of any grievant. The supervisor must respond to the grievance within five (5) workdays of receipt.

**STEP 2**

If a grievance is not resolved at Step 1, the grievance must be presented in writing to the Deputy Director or his/her designee within five (5) working days after the Step 1 response was received or due. If the Deputy Director or his/her designee is the same person as the unit supervisor from Step 1, the Step 2 grievance must be presented in writing to a senior DGS management official in another unit. A Step 2 grievance that is presented beyond this time period shall be considered untimely and shall therefore be rejected. The written grievance shall include:

- a. the name(s) of all employees in the matter;
- b. a statement of the essential facts giving rise to the grievance;
- c. identification of the provisions of this Agreement alleged to have been violated;
- d. the specific relief requested;
- e. the date or dates on which the alleged violation occurred;
- f. authorization for the Union or other employees representative(s), if desired by the employees, to act as her/his representative in the grievance;
- g. the signature of the aggrieved employee(s) and the Union if applicable, according to the category of the grievance.

### **Step 3**

If the grievance remains unsettled, the employee shall submit it to the DGS Director within five (5) working days following the receipt of the response of the Deputy Director or designee. Within fifteen (15) working days of receipt the DGS Director will respond in writing to the grievance.

After submission of a grievance to the DGS Director, the DGS Director or his designee shall meet as soon as is convenient for all parties and discuss the matter with the grievant and the Union, but no later than (15) fifteen working days after submission of the grievance to the DGS Director, and shall deliver a written decision on the grievance to the Union (or, if an individual grievant is presenting a grievance without the Union's direct involvement, to that grievant) within ten (10) working days after the Step 3 meeting.

The written grievance and the issues presented at this Step 3 shall provide the sole and exclusive basis for purposes of Step 3 of this grievance procedure; the Union may, however, delete items from the original written grievance if it is pursued at Step 3.

### **STEP 4**

1. If the grievance is not resolved at Step 3, then within five (5) working days after the DGS Director or his designee delivers the Step 3 decision the Union may request in writing that the grievance be referred to arbitration. The Step 4 written request for arbitration by the Union must be filed with the office of the Director of DGS within the stated time period.

2. The parties agree that timeliness is a substantive matter, for the purposes of arbitration. As a result, the right to arbitrate a grievance shall be considered waived if the request for arbitration is not presented to the Director of DGS within the required time period. If a demand for arbitration is not submitted to the DGS Director within the timeframe outlined in this Agreement, DGS's written Step 3 response shall become the final decision and not subject to appeal.

Within ten (10) working days after a timely written request for arbitration is filed, the parties shall attempt to select a mutually agreeable and impartial arbitrator from the list of arbitrators attached to the agreement as Appendix A. Each party reserves the right to request an extension of ten (10) work-

ing days per grievance. If an arbitrator is not selected within ten (10) workdays, the demand for arbitration will be considered withdrawn.

### **Section E**

Any grievance that DGS may have against the Union shall be submitted in writing to the Union President within fifteen (15) working days after DGS acquires knowledge of the essential facts upon which the grievance is based. The parties shall meet to discuss the grievance within fifteen (15) working days after submission, and the Union shall provide a written response to the grievance within fifteen (15) working days after the meeting. If DGS thereafter wishes to have the grievance decided through arbitration, it shall provide notice of that fact to the Union President within ten (10) working days after receipt of the Union's written response to the grievance or the date the response was due, and the parties shall thereafter follow the provisions of Step 4 above for the selection of an arbitrator.

### **Section F**

Arbitration hearings held pursuant to this Article shall not be open to the public. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply. Either party has the right to arrange for a verbatim stenographic record of the hearing, at the party's expense. The parties may agree to share the expense of the record. 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 DGS at the time of the request for arbitration.

### **Section G**

The expense of arbitrating any grievance shall be borne equally by DGS and the Union, except that each party shall be responsible for its own attorneys' fees and related costs.

### **Section H**

An arbitrator who hears a grievance under this Article shall not have the authority to add to, subtract from, amend or otherwise modify this Agreement or establish new terms or conditions under this Agreement. The arbitrator may not substitute his or her own business judgment for that of DGS. The arbitrator shall provide a

decision on the grievance within 30 days after the closing of the record or the filing of all permissible briefs in the matter, whichever is later.

### **Section I**

A mutual settlement of the grievance pursuant to the procedures set forth herein is final and binding. An arbitrator's decision resolving a grievance pursuant to the procedures set forth herein, shall be final and binding on the parties absent an appeal.

### **Section J**

Employees have the right, upon request, to have a Shop Steward or a Union representative present during the discussion of any grievance with DGS.

### **Section K**

Should the grievance not contain the required information, the employee/Union shall be notified and given three (3) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the three (3) working day period shall void the grievance.

### **Section L**

The parties agree that arbitration is the method of resolving grievances that have not been satisfactorily resolved pursuant to the Grievance Procedure. Disputes of arbitrability shall be determined by the D.C. Superior Court prior to a hearing on the merits. At the time DGS receives the demand for arbitration, if the Agency asserts non-arbitrability, the Union will be notified that the Agency believes that the issue is not arbitrable. The party disputing the assertion of non-arbitrability shall file a motion to compel arbitration with the D.C. Superior Court. Failure to raise arbitrability during the processing of the grievance shall not preclude either party from raising the issue at any time prior to a decision on the merits.

### **Section M**

Once an arbitrator has been selected, the party requesting arbitration will provide the section of the grievance procedure requiring the arbitrator to render his/her decision within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives briefs, if filed, whichever is later and requests that the arbitrator confirm in writing that he/she will be able to render a decision within thirty (30) days after the stated events, as required by the parties



agreement. Should the arbitrator selected confirm that he/she will be unable to render a decision within thirty (30) days or within a reasonable time thereafter, either party may demand a different arbitrator. If the arbitrator selected does not provide his/her decision within the timeframe specified in this agreement, any decision rendered by the arbitrator after the date on which his/her decision was due, will be implemented as if received on the date the decision was due.

#### **Section N**

No matter shall be entertained as a grievance unless raised within five (5) days of the occurrence of the event giving rise to the grievance, or within five (5) days of the employee's or Union's knowledge of the occurrence of the event giving rise to the grievance. Time limits will be waived if supervisors have been informed and do not process grievances in a timely manner.

#### **Section O**

Any unsettled grievance not advanced to the next step by the employee, or in the event of a class or group grievance, the Union representative, within the time limit specified in the step, shall be deemed abandoned. If DGS does not respond within the time limit specified at each Step, absent mutual agreement to extend the time limit, the employee may invoke the next step treating the lack of response as a denial of the grievance.

#### **Section P**

For all provisions of this entire agreement, all time limits must be strictly observed unless the parties mutually agree to extend said time limits barring emergencies or exigent circumstances. "Days" means calendar days unless otherwise noted herein. Working days refer to Monday through Friday and exclude Saturday, Sunday, legal holidays and days when DGS or the District is ordered administratively closed.

#### **Section Q**

No recording device shall be used during any step of this procedure by either party. However, the arbitrator may record the arbitration hearing to aid in preparing the award and decision. No person shall be present at any step for the purpose of recording the discussion. However, nothing in this provision shall prohibit the parties or a party from employing the services of a professional court reporter or stenography service for the purpose of preparing a true and correct transcription of the arbitration hearing.

## **Section R**

The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.

## **Section S**

A party does not waive its rights to present questions of arbitrability by failing to raise the issue before the start of the arbitration hearing.

## **ARTICLE XIX.     NO STRIKES AND NO LOCKOUTS**

### **Section A**

During the life of this Agreement, the Union shall not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through slowdowns, strikes, work stoppages or otherwise, nor will DGS engage in any lockouts against any employee covered by this Agreement.

### **Section B**

It is agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work.

## **ARTICLE XX.     SAFETY COMMITTEE**

There shall be a Committee known as the General Safety Committee, with a membership of fourteen (14) individuals, one (1) representative appointed by the Union from each unit covered by this Agreement, two (2) Teamster Officials, and seven (7) representatives appointed by DGS, five (5) from the work areas covered by this Agreement and two (2) from other employees of DGS.

Employees will be paid for all time spent in General Safety Committee meetings. This Committee shall meet quarterly (or more often as may be decided by the Committee) for the purpose of promoting maximum employee safety. It will be the function of the General Safety Committee to make recommendations to the DGS Director for the purpose of eliminating and controlling unsafe conditions which are liable to cause injury to employees. Response to these recommendations shall be made within thirty (30) days.

## **ARTICLE XXI. SAFETY AND HEALTH**

### **Section A Working Conditions**

1. DGS shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. DGS will make every effort to provide and maintain safe working conditions; 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.
2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (2001, as amended).
3. DGS shall furnish and maintain each work place in accordance with standards provided within this Section.

### **Section B Employees Working Alone**

Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery are to be handled, or in known dangerous situations whenever the health and safety of an employee would be endangered by working alone.

**Section C Corrective Actions**

1. If an employee observes a condition which he or she believes to be unsafe, the employee should report the condition to the immediate supervisor.
2. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.
3. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her Teamster representative, and shall make a determination.

**Section D DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

1. DGS shall not require employees to take out on the streets or highways any vehicle or operate any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint. After equipment is repaired, DGS shall place on such equipment an "OK" in a conspicuous place so the employee can see the same.
2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by DGS, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by DGS and shall turn in all available names and addresses of witnesses to the accident.

3. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by DGS and shall be made in multiple copies, one copy to be retained by the employee. DGS shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.
4. When the occasion arises where an employee gives written notice on forms in use by DGS that a vehicle or equipment is in an unsafe working or operating condition, and receives no consideration from DGS, he shall take the matter up with the officers of the Union who will take the matter up with DGS.

**Section E Medical Services: On-the-Job Injury**

1. DGS shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, DGS shall arrange immediately for transportation to an appropriate medical facility.
2. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate DGS officials.

**Section F Safety Devices and Equipment**

Protective devices and protective equipment shall be provided by DGS and shall be used by the employees.

**Section G Safety Training**

1. DGS shall provide safety training to employees as necessary for performance of their job.
2. Issues involving safety training may be presented to the Safety Committee established in Article XX.
3. DGS shall provide CPR training to all employees who request such training in writing, but DGS shall not be required to train more than ten (10) employees per fiscal year.

## **Section H Information on Toxic Substances**

1. DGS shall provide to Teamsters information available to DGS concerning hazardous toxic substances present at the job site and known to DGS with which employees are likely to come into contact. The information provided shall include the trade and generic names of the substance, safe levels of exposure, corrective actions in case of accident and emergency treatment.
2. Information concerning toxic substances in current usages shall be provided within 180 days after this Agreement is implemented. Thereafter, information concerning new substances shall be provided to the Teamsters when such substances become known to DGS.
3. Information concerning toxic substances shall be provided to new employees when they begin work.

## **Section I Medical Qualifications Requirement**

DGS will abide by current laws.

## **Section J Light Duty**

1. DGS agrees to provide light duty assignments for employees injured on the job when they request it to the extent that such light duty is available as follows:
  - a. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairment(s) and the type of light duty he or she is capable of performing.
  - b. The employee will be given light duty assignments for which he or she is qualified, initially within his or her own building and classification. If light duty is not available within the Employee's building or classification, suitable work will be sought elsewhere in DGS.

- c. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of seniority.

## **Section K Excessive Temperatures in Buildings**

1. Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the employer may reassign employees to other duties of a similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the employer.
2. Administrative leave will be granted if authorized by the Director of DGS or his or her designee.

## **ARTICLE XXII. LOSS OR DAMAGE**

### **Section A**

Employees shall report any loss, damage, or destruction of District property to the supervisor immediately upon becoming aware of such loss, damage or destruction.

### **Section B**

An Employee's negligent loss or damage of property possessed, controlled or owned by the District may result in discipline.

## **ARTICLE XXIII. INCLEMENT WEATHER**

### **Section A**

1. Any full-time Employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work. Employees who are scheduled for less than eight (8) hours will be assigned to work their regular schedule. If

weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is not other work available in line with his/her normal duty, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay. Employees working on snow detail or who are required to shovel snow shall be assigned in the inverse order of seniority.

2. Any employee designated as an emergency or essential employee by the DGS Director shall be paid an administrative closing premium on an hour for hour basis, equivalent to the employee's rate of basic pay, as compensation for work performed during the employee's scheduled tour of duty while the system is closed. The premium is not to exceed eight hours per day.
3. Any non-emergency or non-essential employee who works a full shift during a late opening or early closing day will receive one (1) hour pay in addition to their regular pay.

### **Section B Reporting Time**

During inclement weather where the Director has declared an emergency, Employees (other than those designated essential employees) will be given a reasonable amount of time to report for duty without charge to leave. Those employees required to remain on their post until relieved will be compensated at the appropriate overtime rate or will be given compensatory leave for the time it takes his/her relief to report for duty. The employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather.

## **ARTICLE XXIV. POSITION DESCRIPTION AND CLASSIFICATION**

### **Section A**

Each bargaining unit employee will receive a copy of his/her position description by the DGS Office of Human Resources upon entry to duty or at the time of orientation. In addition, as position descriptions are revised, employees will receive a copy of the revised position description. In those instances where it is not administratively possible at the time of an assignment or change in job



description, the employee shall receive his position description within thirty (30) workdays.

### **Section B**

The clause found in job descriptions "performs other duties as assigned" shall be construed to mean the employee may be assigned to other duties that are nominally related to regular assignments. DGS recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times DGS must deviate from this policy. When such deviation is necessary, DGS will assign employees whose normal duties and pay levels are most nearly associated with the job to be assigned.

### **Section C**

Employees desiring to appeal the classification of their positions may obtain the instructions for such from the DGS' official; such an appeal is not a subject for the grievance and arbitration procedure contained in this Agreement.

## **ARTICLE XXV. TRAINING AND CAREER LADDER**

### **Section A BASIC TRAINING**

Other than skills necessary to qualify for the position, DGS agrees to provide each employee with basic orientation for the performance of his job. With pre-approval by the employee's supervisor, such training as is deemed necessary by DGS shall be provided at DGS's expense and, if possible, during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with law.

### **Section B CONTINUED TRAINING OPPORTUNITIES**

DGS will encourage and may, in its sole discretion, assist employees in obtaining additional educational and job-related training by making available to employees information on such training and educational opportunities. Employees will not be paid for attending such additional training.

### **Section C CAREER LADDER**

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career

development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings.

#### **Section D EXPERIENCE VERIFICATION**

When an institution of higher learning provides credit for on-the-job experience, DGS will, at the request of the employee, provide pertinent information to verify the employee's experience with the District.

#### **Section E**

Employees shall be given reasonable opportunities to discuss training needs and/or opportunities with their supervisors.

#### **Section F**

Consistent with the needs of the Agency, DGS may grant administrative leave for education and training purposes if the education or experience to be acquired is directly related to the employee's current responsibilities.

### **ARTICLE XXVI. PROMOTIONS**

#### **Section A**

All employees are entitled to have knowledge of promotion policies and procedures.

#### **Section B**

Promotional policy is established by the Comprehensive Merit Personnel Act and is non-negotiable. Promotions will be accomplished on the basis of relative ability, knowledge, skills, quality and length of service. Where ability, knowledge, skills, and quality of service are relatively equal, the length of service will govern.

#### **Section C**

Interview panels will be composed of five (5) members consisting of three (3) management appointees and two (2) Union appointees or three (3) members, two (2) management and one (1) Union. Union appointees will only observe the process for equity and ask questions of the candidates. Management will give

the Union 48 hours' notice of the convening of panels. If the Union appointees fail to appear, the panel will proceed in the absence of union appointees.

#### **Section D**

Management will retain the sole right to promote employees as provided by law.

### **ARTICLE XXVII. WORK FORCE CHANGES**

#### **Section A Vacancies**

1. Whenever a vacancy occurs, other than a temporary vacancy, in a position to be filled within an occupational unit covered by this Agreement, notice of such vacancy setting forth the grade level, application procedures and the deadline date for submission of applications will be posted for a period of three (3) calendar days on work-site bulletin boards and on the DCHR website.
2. During the posting period indicated in Section A.1 of this Article, employees who wish to apply for the vacancy – including employees on layoff – may do so. The application shall be made on the form indicated in the vacancy announcement and submitted to the D.C. Office of Human Resources or a designee. Vacancies will be filled on the basis of relative ability, knowledge, skills, quality and length of service, as appropriate.

#### **Section B Temporary Appointments**

1. A temporary appointment is defined as an appointment to fill a temporary position, to fill a continuing position for a temporary period or to provide for maintenance of essential services in situations where normal employment procedures are impracticable.
2. Employees appointed temporarily to a position shall be paid the wage rate established for the position.

#### **Section C Transfers**

1. Employees desiring to transfer to other positions shall submit an application in writing to their immediate supervisor for transmittal through supervisory channels with a copy to the division director.

The application shall state the reason for the requested transfer. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to vacancies for which they qualify provided that such transfer does not adversely affect the operation of the work site from which the employee is leaving. The Agency shall respond to the employee's transfer request within twenty (20) workdays.

2. If a transfer is granted in response to an employee's request, such employee shall be ineligible to request another transfer within a one-year period.

#### **Section D Details**

Employees detailed to a higher position for more than one hundred and twenty (120) days shall be paid at a higher rate beginning with the first full pay period after the one hundred and twenty (120) days detail. All affected employees shall be notified in writing of any detail assignments.

### **ARTICLE XXVIII. WORK SCHEDULES AND OVERTIME**

#### **Section A Overtime**

All employees covered by this Agreement shall be paid for all time spent in service of DGS, exclusive of the regular lunch period. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week or otherwise in accordance with law

#### **Section B Call-Back**

Anytime an employee is called back to work after completing his/her shift, compensation shall start from the time the employee leaves home with a maximum of one hour of pay for travel time. Compensation will end on completion of the job for which the employee was called in. There will be no compensation for travel time back to the employee's home.

#### **Section C Call-In**

Anytime an employee is called in on a scheduled day off, such employee shall be guaranteed a minimum of four (4) hours pay which includes a maximum of one hour travel time.

### **Section D**

Work schedules for all regularly-scheduled employees shall be posted in appropriate locations at each work site.

### **Section E Operating Engineer, Maintenance and Craft Warehouse**

1. Employees shall work such overtime as may be requested, except in cases of personal emergency. Overtime shall be distributed as equally as possible among employees based upon operational requirements. Overtime requirements shall be determined by DGS. Employees shall be notified of such overtime requirements prior to the end of their regular tour of duty except in cases of emergency.
2. Work schedules for all regularly assigned full-time employees at a work site shall be posted on the work-site bulletin board at all times.
3. All employees shall be granted a meal period during a work shift. Whenever possible, the immediate supervisor shall schedule lunch periods near the middle of each shift with due consideration to operational requirements.

### **Section F**

DGS has the right to require from every employee effective utilization of his service.

## **ARTICLE XXIX SPLIT SHIFTS**

Split shifts are non-negotiable and will be instituted at the discretion of DGS.

## **ARTICLE XXX. REST AND CLEAN-UP PERIODS**

### **Section A**

Maintenance and Craft, Operating Engineer and Warehouse personnel work schedules shall provide for a fifteen (15) minute rest period for each four (4) hours worked. Rest periods shall be scheduled by the immediate supervisor to

insure continuity of operations. Where possible, rest periods shall be scheduled at the middle of each four (4) hours worked. Any employee who is required to work beyond his regular quitting time into the next shift shall receive a fifteen (15) minute rest period before he starts to work on such next shift. In addition, he shall be granted the regular fifteen (15) minute rest period for each four (4) hours worked.

### **Section B**

Maintenance and Craft, Operating Engineer, and Warehouse Units shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

## **ARTICLE XXXI. CONTRACTING OUT**

The decision to contract out work is a management right pursuant to D.C. law. When the contracting-out of work is considered, DGS shall notify the Union in writing. If it is administratively possible to do so, DGS will give the Union a reasonable opportunity to discuss the matter before a final decision is made. In any such discussion, DGS shall explain the reasons why it is necessary to take the proposed action, and the Union shall respond on the merits, including the suggestion of any alternative action. DGS will give due reconsideration to such suggestions before making a final decision on contracting out.

## **ARTICLE XXXII. CONFORMITY TO LAW-SAVING CLAUSE**

### **Section A**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate consultation and negotiation between the parties.

### **Section B**

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXXIII. MATTERS NOT COVERED**

The parties agree that, by mutual consent, they will consult and negotiate on matters not covered by this Agreement which are proper subjects for collective bargaining.

**ARTICLE XXXIV. DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES**

**Section A**

The costs associated with the reproduction of this Agreement shall be borne equally by the parties. Each party shall make available a copy of this Agreement to management officials and bargaining unit employees, respectively.

**Section B**

When DGS conducts orientation sessions for new employees, thirty (30) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. DGS shall provide each new employee with a copy of this Agreement and other relevant agency information.

**Section C**

DGS shall provide the union with reasonable written advance notice of the date, time and place of each orientation session.

**ARTICLE XXXV. BACK PAY**

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets.

## **ARTICLE XXXVI. MOTOR VEHICLE OPERATOR'S LICENSE**

### **Section A**

Employees whose employment requires a valid motor vehicle operator's license are responsible for maintaining and carrying on their person at all times while on duty said license issued by their jurisdiction of residence.

### **Section B**

DGS shall conduct checks for the physical presence and/or validity of a motor vehicle operator's license for each employee for whom a valid motor vehicle operator's license is a condition of employment. Checks for the presence or validity of a driver's license should not be used to harass or otherwise retaliate against employees.

### **Section C**

Employees shall promptly report to the appropriate personnel whenever there is a change in the status of their motor vehicle operator's license; in particular, the revocation, suspension or loss of driving privileges of their license and any medical or other problem(s) affecting their ability to lawfully drive. Failure to maintain a license as required or to immediately make notification of changes in the status of individual operator's license may result in termination or disciplinary action.

## **ARTICLE XXXVII. TOOLS**

### **Section A**

For new employees, DGS will provide at no cost a first issue of all tools and equipment necessary to perform assigned duties.



## **Section B**

DGS will maintain its power tools, special tools, and equipment in a safe working condition. Employees will be responsible for proper care and safe operation of power and special tools. Tools issued will remain the property of DGS . Employees terminating their employment shall be required to return such tools prior to receiving their final paycheck.

## **ARTICLE XXXVIII.      EMPLOYEE ROSTERS**

### **Section A**

Upon written request to the appropriate the Labor Liaison, on an annual basis on November 1st, of each year, the Union will be provided with the list of names, titles and grades of unit employees by institution and offices.

### **Section B**

Upon written request to the Labor Liaison, the Union will be provided, by each institution and office a list of names, titles, and grades of unit employees appointed, separated, detailed (including details to higher positions), promoted (including temporary promotions) or transferred during the preceding ninety (90) days. DGS shall include the effective dates of the above action and the projected duration dates, if applicable.

## **ARTICLE XXXIX.      EMPLOYEE ASSISTANCE PROGRAM**

The Union requests DGS provide policy on EAP, brochures be distributed to all employees, and training be provided for managers.


## **ARTICLE XL.      DURATION OF AGREEMENT**

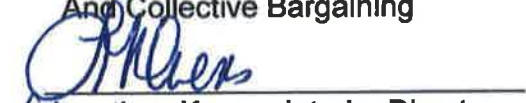
This Agreement shall be effective as of the date signed by the Mayor and shall remain in full force and effect until September 30, 2017. This Agreement shall automatically renew from year to year unless either party provides written notice at least one hundred and eighty (180) days prior to the expiration or anniversary date of the Agreement that the party desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.


In witness thereof, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2015.

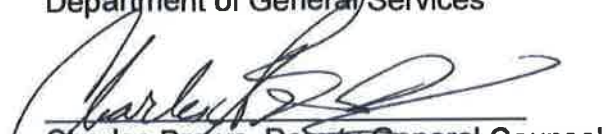
**DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL  
SERVICES**

**TEAMSTERS LOCALS 639 & 730,  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

  
\_\_\_\_\_  
Dean Aqi, Interim Director  
Office of Labor Relations  
And Collective Bargaining

  
\_\_\_\_\_  
Jonathan Kayne, Interim Director  
Department of General Services

  
\_\_\_\_\_  
Spencer Davis, Deputy Director for  
Facilities Management  
Department of General Services

  
\_\_\_\_\_  
Charles Brown, Deputy General Counsel  
Department of General Services

  
\_\_\_\_\_  
Vikkie Garay, Labor and Employee Relations Advisor  
Department of General Services

  
\_\_\_\_\_  
Thomas Ratliff, President, Local 639  
Chief Negotiator

  
\_\_\_\_\_  
Richard Johnson, Recording Secretary  
Local 730