

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

AND

TEAMSTERS LOCAL 639,

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

COVERING CUSTODIAL EMPLOYEES

AND ATTENDANCE COUNSELORS

Expiring September 30, 2017

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ARTICLE 1. RECOGNITION: COVERAGE

A. The District of Columbia Public Schools (DCPS) recognizes the Teamsters Local 639 (Teamsters or Union) as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, hours and other conditions of employment for all employees in the occupational units and classifications as hereinafter defined, but excluding the employees transferred to the Office of Public Education Facilities Modernization (OPEFM) and the Transportation Unit.

B. The Custodial unit is composed of employees in the following job titles:

- Custodial Foreman
- Digital Computer Mechanic
- Gardener
- Gardener Worker
- General Appliance Repairer
- Custodian
- School Maintenance Worker
- Musical Instrument Repairman

C. The Attendance Counselor unit shall consist of employees in the following job title:

- Attendance Counselors in the EG-09 classification

D. 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 the direction of the employees covered by this Agreement is vested exclusively in DCPS or in the Chancellor as delegated by the Mayor.

ARTICLE 2. DEFINITIONS

Except as otherwise stated in this Agreement, wherever used herein, the respective terms set forth in this Article shall have respective meanings as follows:

- A. Chancellor – The term “Chancellor” shall mean the chief executive officer of the District of Columbia Public Schools as designated pursuant to D.C. Code § 38-174.
- B. Collective Bargaining – The term "Collective Bargaining" means negotiations between DCPS and the Union on matters of wages, hours and other conditions of employment.
- C. DCPS – The term "DCPS" shall mean the District of Columbia Public Schools, an agency of the District of Columbia.

- D. Director – The term "Director" means the head of a department or division within the school system as defined herein.
- E. Employee – The term "Employee" shall mean all employees covered by the Agreement.
- F. Employer – The term "Employer" shall mean DCPS as defined in this section.
- G. Probationary period – The term "probationary period" means the period of one year from the hiring of an employee.
- H. School system – The term "school system" means the entire DCPS organization, including the Chancellor, his/her subordinates and the schools.
- I. Supplemental Agreement – The term "Supplemental Agreement" means any additional agreement, supplement, amendment or extension mutually agreed to between DCPS and the Union.
- J. Term of this Agreement – The phrase "Term of this Agreement" shall mean the period during which this Agreement is in full force and effective as provided herein.
- K. Union – The term "Union" shall mean Teamsters Local 639, affiliated with the International Brotherhood of Teamsters.
- L. The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as gender limitations.

ARTICLE 3. EXTRA CONTRACT AGREEMENTS

DCPS 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.

ARTICLE 4. SENIORITY

- A. Principle of Seniority - The principle of seniority shall apply at all times. Everything being equal, seniority shall prevail but fitness and ability shall be considered at all times. Seniority is defined as total length of service with the employer. 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. For the purpose of application under this Agreement, seniority shall be maintained on an occupational unit basis.

- B. DCPS shall furnish the Union with a seniority list showing the continuous service of each employee within that occupational unit within 30 days of a written request.
- 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 DCPS Human Resources of his desire to return to work thirty (30) days prior to the expiration of an extended leave of absence.
- D. A dispute evolving under application of the seniority provision of this Agreement shall be a proper subject for the grievance procedure.

ARTICLE 5. UNION ACTIVITIES

- A. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of DCPS' business, nor shall there be any discrimination against any employee because of union membership or activities.
- B. Union Stewards shall be elected by membership of the Union and shall be recognized as employee representatives in each work site. Union stewards shall be employed at the same work area or shifts as employees they are designated to represent. When a union steward is transferred by an action of management (not including promotion or transfer at the employee's request), the Steward may continue to act as a steward for his/her former work site for a period not to exceed thirty (30) days from original notification. The Union will supply the Chancellor or his/her designee with lists of Steward names which shall be posted on appropriate bulletin boards. The Union shall notify the Chancellor of changes in the roster of Stewards. Stewards are authorized to perform and discharge Union duties and responsibilities which may be assigned to them under the terms of this Agreement.
- C. Time for Performance of Duties
 - 1. Stewards shall obtain permission from the administrator in charge of their worksite (e.g., a school principal) prior to leaving their work assignments to properly and expeditiously carry out their duties during a reasonable amount of official time to be estimated in advance whenever possible. Before attempting to see an employee, the Steward will obtain permission from the administrator in charge of their worksite. Such

permission will be granted unless the employee cannot be immediately relieved from his assigned duties, in which case permission will be granted as soon as possible thereafter. If the administrator is unavailable, permission will be requested from the next highest level of supervision. Requests by Stewards for permission to meet with employees and/or by employees to meet with Stewards will identify the area to be visited and the general purpose of the visit, i.e., grievance investigation, labor-management meetings, negotiation sessions, etc.

2. A Steward thus engaged will report back to his/her supervisor on completion of such duties and return to his job. DCPS agrees that there shall be no restraint, interference, coercion, or discrimination against a Steward in the performance of such duties.

ARTICLE 6. DRUG TESTING

A. As the government institution responsible for the education, safety and well-being of students who attend 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. Members shall comply with the terms of the Child and Youth, Safety and Health Omnibus Act (CYSHA). Employees will be advised of the designated times and locations for the collection of urine samples. Urine samples and breathalyzer tests shall be performed by a person certified to perform such collections. DCPS will provide transportation to a testing site for employees required to undergo testing in compliance with the Mandatory Drug and Alcohol Testing Policy or CYSHA.

B. 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:
 - 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 (Benzoyllecgoine)
 - m. Phenobarbital
 - n. Short Acting Barbiturates (Pento-, Seco-, Amo-, Butabarbital)
 - o. Phencyclidine (PCP)
 - p. Methaqualone
 - q. Phenothiazine
 - r. Cannabinoids
 - s. Alcohol
 - t. Marijuana
 - u. Opiates
 - v. Any other illicit or controlled substances
2. Drug testing is performed consistent with federally mandated procedures. 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.

C. Sample Collection Site

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

D. 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 be given a sterile collection bottle and sent to an unoccupied 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 the collector.
3. The collector shall inspect each specimen, in the presence of the employee, for warmth, color and other signs of tampering. 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.

4. Following inspection, the specimen will be immediately split into two shatterproof containers. The container will be securely capped and sealed with security tape or other sealable apparatus which will include a pre-numbered label to identify the donor. The employee must then initial over the sealed area of the bottle. The sample will remain in the view of the employee until it is sealed, initialed and placed in a plastic bag and maintained in a secure location pending transportation to a U.S. Department of Health and Human Services certified lab.
5. 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 DCPS official and the employee will be scheduled for a new collection.
6. 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 twelve (12) 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.

E. 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 DCPS, will thereafter be subject to drug testing, without advance notice, during the school year in which the drug test was originally performed and the next succeeding school year.
3. Employees testing positive and whose positions fall under the District's Child and Youth, Safety Health Omnibus Act will be subject to disciplinary action under the law.
4. Results of tests conducted by DCPS pursuant to this directive shall not be provided to any agency, whether public or private, or to any individual within DCPS other than those with a demonstrated need to know.

ARTICLE 7. ACCESS TO EMPLOYEES

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon such employees' reporting to their work site within thirty (30) calendar days of employees' appointment or reappointment. If access to new and rehired employees is to be allowed at times other than during a formal orientation session, such times must be mutually agreed upon by the Union and DCPS. DCPS shall provide the Union with a list of new hires and their school location within thirty (30) calendar days of a request for such a list by the Union. No more than four requests for new hire lists shall be made in a calendar year.

ARTICLE 8. INSPECTION PRIVILEGES

- A. Accredited representatives of the International Brotherhood of Teamsters, whether Union representatives, Joint Council, Eastern Conference or International representatives, shall be allowed on school 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 school 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.
- B. Before accessing the building, Union representatives will follow school security protocols, including signing in at a designated entry point.

ARTICLE 9. SERVICE FEES

- 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 it has attained and maintained at least 51 % of the employees in the unit as members of the Union.
- B. 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. The Union shall deal directly with any affected union member or service-fee payer to rectify any errors

regarding deduction of dues or service fees as soon as practicable after such error is detected.

ARTICLE 10. DUES AND INITIATION FEE DEDUCTIONS

- A. Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement, DCPS will facilitate the proper deduction biweekly from the pay of each such employee all dues and/or initiation fees 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. When Union dues are cancelled, the employer shall withhold a service fee in accordance with Article 9. Employee authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB) on D.C. Form 277 or other form identified by OLRCB.
- B. Service Fees. The dues checkoff authorizations may be cancelled by the employee at any time upon written notification to the Union and the Employer. The Union retains the sole responsibility to develop and maintain procedural safeguards required by existing applicable law with regard to the administration for the payment of service fees. 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 (7th Cir. 1984), and related cases.
- C. The Employer shall deduct a \$0.10 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.
- D. 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. The Union shall deal directly with any affected union member or service-fee payer to rectify any errors regarding deduction of dues or service fees as soon as practicable after such error is detected.

ARTICLE 11. DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE) AUTHORIZATION AND DEDUCTION

- A. DCPS agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify DCPS 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 in which the employee did not earn any wages. DRIVE deductions and the revocation of such deductions shall be made in accordance with the procedures of the Office of Pay and Retirement Services (OPRS), District of Columbia Government.

- B. 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 DRIVE contributions, 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 12. FINANCIAL INSTITUTION CHECK-OFF

- A. DCPS agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the DCPS written authorization to make such deductions. The amount so deducted shall be remitted to the Financial Institution designated by Drivers, Chauffeurs and Helpers, Local Union No. 639, biweekly. DCPS shall not make deductions and shall not be responsible for remittance to the Financial Institution for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's net earnings shall be less than the amount authorized for deductions.
- B. Financial Institution deductions shall be made in accordance with the procedures of the Office of Pay and Retirement Services (OPRS). 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.

ARTICLE 13. LIE DETECTOR TEST

DCPS 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 14. BULLETIN BOARDS

- A. Available space on existing DCPS bulletin boards provided primarily for employee information and internal communications in locations where there are members of the bargaining unit employed may be used by the Union to post materials dealing with:
 - 1. Recreational and social affairs of the Union
 - 2. Union elections
 - 3. Report of the Union
 - 4. Union meeting notices
- B. Notices and announcements shall not contain anything political or of a libelous nature.
- C. The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

ARTICLE 15. PERSONNEL FILES

- A. The official files of all personnel within the units covered by this Agreement shall be maintained in DCPS' Human Resources Division.
- B. Each employee shall have the right to examine the content of his personnel file upon written request on a form provided by DCPS, in the presence of a representative of DCPS.
- C. An employee shall have the right to answer any material filed in his personnel file and his answer shall be attached to the material to which it relates.
- D. Upon written authorization by an employee, the Union representative may examine the employee's personnel file upon presentation of such authorization.

ARTICLE 16. DISCIPLINE AND DISCHARGE

- A. Except for egregious acts which may result in damage to school property, acts which may be detrimental to the efficiency and discipline of the school system, or acts which may be injurious to other individuals, disciplinary measures shall be taken in the following order:
 - 1. Verbal Warning
 - 2. Written Warning

3. Written Reprimand
 4. Suspension (notice to be given in writing)
 5. Discharge
- B. 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 of the school or school system. An employee may also be demoted or reduced in grade without DCPS being required to follow the progression indicated in this provision, if warranted by the severity of his/her actions. In no case will a demotion or reduction in grade be executed without due process.
 - C. Any disciplinary action or measure imposed upon an employee must be sent to the employee within fifteen (15) work days following the 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.
 - D. If DCPS 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.
 - E. For suspension actions of five (5) work days or more, or discharge, an employee shall be notified in writing with a copy to the Union no later than ten (10) work days prior to the effective date. The notice shall include the intended action, with reasons for the action so stated. Within five (5) work days 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.
 - F. In cases involving suspension of less than five (5) days, the employee shall be entitled to advanced written notice of five (5) work days. A copy of such written notice shall also be sent to the Union.
 - G. DCPS shall not discharge any permanent employee without cause.
 - H. 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.
 - I. 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.

ARTICLE 17. GRIEVANCE PROCEDURE

- A. A grievance is hereby defined as a complaint that there has been a violation, misapplication or misinterpretation of any provision of this Agreement.
- B. Any grievance arising between DCPS and the Union or an employee covered by this Agreement who is represented by the Union, shall be settled in the following manner:

Step 1. The aggrieved employee or employees must present the grievance in writing to the union representative within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. In accordance with District law, any grievance containing a pay dispute shall be limited to three (3) years from the date of the violation giving rise to the grievance. Any grievance on a pay dispute in which the employee was paid incorrectly due to no fault of his or her own and without his or her knowledge, shall not be restricted to the three (3) year time limit to make claims on monies owed to him or her. Within three (3) working days of receipt by the union representative or official, the grievance shall be submitted in writing to the Union's Business Representative. The union representative and/or Business Representative shall then take the matter up with the appropriate Administrator or his/her designee. The Administrator or his/her designee will communicate the decision in a written position statement on the grievance within five (5) working days after the meeting.

Step 2. If the grievance is not settled at the Step 1 meeting, the Union shall then submit a written grievance to DCPS Labor Management & Employee Relations (LMER) within ten (10) working days after receipt of the Administrator's decision from the Step 1 meeting. LMER shall work with the union representative to resolve the grievance. If, after working in good faith to resolve the grievance, the parties are not able to resolve the grievance or fifteen (15) working days have passed, the union may request a Step 3 hearing.

The grievance at Step 2 and every next step shall contain:

1. The date of filing.
2. The name of the Grievant.
3. The date(s) on which the alleged violation(s) occurred.
4. A statement of the specific provision(s) of the Agreement alleged to be violated.
5. The manner in which the alleged violation(s) occurred.
6. The action requested and remedy sought.
7. The name of the union filing the grievance.

Should the grievance not contain the required information, the grievant shall be so notified and granted ten (10) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance as required within the ten (10) working day period shall void the grievance.

Step 3. If the grievance remains unsettled, the employee or the Union may submit the grievance to the Chancellor or his/her designee for a hearing within ten (10) work days of LMER's decision. The Chancellor or his/her designee shall issue a written decision within thirty-five (35) working days after the grievance hearing. If extenuating circumstances occur, DCPS shall notify the Union in writing or by telephone and request additional time for the filing of a written decision.

Step 4. Either party may request that the grievance be referred to arbitration within thirty (30) calendar days of receipt of the written Step 3 decision, or waive the right to arbitration. Copies of the written request for arbitration shall be sent to the Director of LMER and the DCPS Office of General Counsel or the Union. The parties shall select a mutually agreeable and impartial Arbitrator within ten (10) calendar days after written notice of disagreement is received. In the event they are unable to agree, the matter shall be referred to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) within thirty (30) calendar days. After FMCS or AAA submits a list of arbitrators to the Union and DCPS, they shall reply with their preferred selections no later than ten (10) calendar days after receipt of such list unless they mutually agree to amend that timeline. The expense of the Arbitrator selected or appointed shall be borne equally by DCPS and the Union.

- C. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of procedural arbitrability but shall not determine any questions of substantive arbitrability. All arbitration hearings shall adhere to the procedural requirements and rules of FMCS.
- D. A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved. If either party fails to comply with the award of the Arbitrator or with the procedures of this Article, the other party has a right to take all legal action to enforce compliance
- E. The Union or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.
- F. The Step 4 procedures set forth herein may be invoked only by an authorized representative of DCPS and the Union.

- G. Employees have the right to have a Shop Steward or a representative of the Union present during the discussion of any grievance with representatives of DCPS.
- H. Any employee may present a grievance at any time to his or her employer without the assistance of the Union. However, the Union has the right to attend any such grievance meeting and present its views concerning the grievance.
- I. Employees who have not completed their one-year probationary period may not grieve DCPS' termination of their employment.

ARTICLE 18. NO STRIKES AND NO LOCKOUTS

- 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 DCPS engage in any lockouts against any employee covered by this Agreement.
- B. 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.
- C. Nothing in this Article shall prevent DCPS from seeking appropriate relief in any forum, in the event of any unauthorized work stoppage, slowdown, walkout or other cessation of work.

ARTICLE 19. UNIFORMS/DRESS CODE

- A. With respect only to the Custodial Unit, DCPS shall provide for any employee such uniform including protective clothing or any type of protective device that DCPS requires the employee to wear as a condition of employment. Shoes, socks, or stockings, sweaters, and belts shall be furnished by the employee. DCPS will request funds in its yearly budget for uniforms.
- B. Maintenance and safeguarding of uniforms is the responsibility of the individual employee.
- C. The Labor-Management Safety Committee, acting in accordance with Article 20, will make recommendations to DCPS regarding the provisions of shoes and other protective gear for employees whose safety is deemed to be jeopardized in the performance of the work assignment.

ARTICLE 20. SAFETY COMMITTEE

There shall be a Committee known as the General Safety Committee, with a maximum 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 DCPS – five (5) from the work areas covered by this Agreement and two (2) other employees of DCPS. Employees will be paid for all time spent in 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 Chancellor 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 21. SAFETY AND HEALTH

A. Working Conditions

1. DCPS 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. DCPS 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. Failure by employees to abide by established safety practices and regulations may result in appropriate disciplinary action.
2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with D.C. Code Section 32-1104.
3. DCPS shall furnish and maintain each work place in accordance with standards provided within this Section.

B. Employees Working Alone

Employees shall not be required to work alone whenever the health and safety of an employee would be endangered by working alone.

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 and others at the worksite.
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.

D. Defective Equipment and Dangerous Conditions of Work

1. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on the form furnished by DCPS and shall be made in multiple copies, one copy to be retained by the employee. DCPS 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.
2. When the occasion arises where an employee gives written notice on forms in use by DCPS that equipment is in an unsafe working or operating condition, and receives no consideration from DCPS, he shall take the matter up with the officers of the Union who will take the matter up with DCPS.
3. DCPS shall not knowingly require employees 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 DCPS has addressed the complaint. After equipment is repaired, DCPS shall place on such equipment a written notation indicating that the equipment is safe to operate. Such notation shall be placed in a conspicuous place so the employee can see the same.
4. 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. The employee, before starting his next shift, shall make out an accident report in writing on forms furnished by DCPS and shall turn in all available names and addresses of witnesses to the accident.

E. Medical Services: On-the-Job Injury

1. DCPS shall make first-aid kits reasonably available for use in the case of on-the-job injuries. If additional treatment appears to be necessary, DCPS 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 agency officials.

F. Safety Devices and Equipment

Protective devices and protective equipment shall be provided by DCPS and shall be used by the employees. Failure to wear protective devices and protective equipment shall be cause for discipline. The Union shall encourage employees to work in a safe and healthful manner.

G. Safety Training

1. DCPS 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 20.
3. DCPS shall provide CPR training to all employees who request such training in writing, but DCPS shall not be required to train more than ten (10) employees per fiscal year.

H. Information on Toxic Substance

1. DCPS shall provide to Teamsters information available to DCPS concerning hazardous toxic substances present at the job site and known to DCPS 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 DCPS.
3. Information concerning toxic substances shall be provided to new employees when they begin work.

I. Excessive Temperatures in Buildings

1. Employees, other than those determined by the employer to be essential, may 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 with pay will be granted if authorized by the Chancellor or his or her designee.

ARTICLE 22. LOSS OR DAMAGE

- A. Employees shall report any loss, damage, or destruction of school property to the supervisor immediately upon becoming aware of such loss, damage or destruction.
- B. An employee's negligent loss or damage of property possessed, controlled or owned by DCPS may result in discipline.

ARTICLE 23. SUPPLIES

- A. Each unit foreman shall be responsible for keeping track of supplies and supply needs for his or her individual school. The foreman will notify his or her supervisor before supplies are exhausted so that resources can be reallocated if possible.
- B. Any foreman asked to go to another facility to get supplies will be provided transportation. No employees shall be required to purchase supplies with their own money.
- C. DCPS shall consult with the Teamsters regarding budgets for custodial supplies and staffing before school budgets are finalized each fiscal year.

ARTICLE 24. INCLEMENT WEATHER WORK

- A. Employees within the Custodial unit shall be considered "essential employees." Essential employees shall be required to report to work or remain on site as instructed and perform specialized duties related to the emergency, including shoveling snow. Employees who do not report to work as required without valid excuse shall be subject to discipline under the Agreement.

- B. 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 no 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.
- C. Any employee designated as an essential employee by the Chancellor who reports for work as required will be paid the applicable administrative closing pay for the hours the system is closed. When employees report to work while the system is closed, they will also receive regular pay for the time they actually worked while the system is closed or regular pay for four hours if, as discussed in Section B above, weather conditions preclude them from working for more than four hours. If an employee actually works more than eight (8) hours while the system is closed, the employee will be entitled to overtime pay for hours worked in excess of eight (8) hours.
- D. Any non-essential employee who works a full shift during a late opening or early closing day at the direction of his/her supervisor, will receive one (1) hour pay in addition to their regular pay for the hours worked.
- E. During inclement weather where the Mayor 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 for the time it takes his/her relief to report for duty. The employer agrees to dismiss all non-essential employees when early dismissal is authorized by higher officials during inclement weather.

ARTICLE 25. POSITION DESCRIPTION AND CLASSIFICATION

- A. A copy of an employee's position description shall be made available to the employee upon assignment and when there is any change in the job description. In those instances where it is not administratively possible at the time of an assignment or change in job description, the employee shall be able to obtain his/her position description within thirty (30) work days.
- B. The classification and review of an employee's position shall be accomplished in accordance with the Comprehensive Merit Personnel Act of 1978, as amended, and regulations issued pursuant thereto.

- C. Employees desiring to appeal the classification of their positions may obtain the instructions for such action from DCPS' Human Resources Division, as this appeal is not a subject for the grievance and arbitration procedure contained in this Agreement.

ARTICLE 26. TRAINING AND CAREER LADDER

A. Basic Orientation

1. Other than skills necessary to qualify for the position, DCPS agrees to provide each employee with basic orientation for the performance of his/her job. Such orientation shall be provided at DCPS' expense and, if possible, during the employee's regular work day.
2. When an employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with the law. Training shall be within budgetary constraints.
3. For all new equipment, DCPS must provide the necessary training for that equipment, as well as all licenses/licensing necessary to operate the equipment.

B. Continued Training Opportunities

1. DCPS will encourage and assist employees in obtaining career related training and education outside the bargaining unit by collecting and posting current information available on training and educational opportunities. DCPS will inform employees of time or expense assistance DCPS may be able to provide.
2. Training will be provided for all newly hired employees. In addition, training will be offered for employees whose mid-year evaluations indicate they may not be retained for the next school year.

C. Career Ladder

1. 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. Training programs for unit employees shall be a proper subject for labor-management meetings.
2. Within 180 days of the ratification of this contract, DCPS shall offer all custodial employees a refresher course on basic Tier 1 repairs. Going forward, all new hires shall be offered this training.

D. Experience Verification

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

ARTICLE 27. PROMOTIONS

- A. All employees are entitled to have information regarding promotion policies and procedures.
- B. Promotional policy is established by the Comprehensive Merit Personnel Act and is nonnegotiable. 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.
- C. Management shall retain the sole right to promote employees as provided by law.
- D. Interview panels will be comprised of five (5) members consisting of three (3) DCPS appointees and two (2) Teamster appointees.

ARTICLE 28. WORK FORCE CHANGES

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) work days on work-site bulletin boards and a copy of such notice shall be given to Local 639 . Email notification to the Union by DCPS shall also be sufficient to satisfy the requirements of this section.
- 2. Applications for DCPS vacancies shall be made on the form indicated in the vacancy announcement and submitted to DCPS' Human Resources Division or a designee. Vacancies will be filled on the basis of relative ability, knowledge, skills, quality and length of service, as appropriate.

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.

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 may 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 employee's immediate supervisor shall respond to the employee's transfer request within twenty (20) work days. DCPS will not transfer any employee without first providing the employee with advance written notice. Transfers shall be effectuated in accordance with all applicable DCPS human resources policies and procedures.
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.

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) day detail. The principal or Human Resources will document all details on a form provided by DCPS, a completed copy of which shall be filed in the official personnel folder and a copy given to the employee.

ARTICLE 29. WORK SCHEDULING AND OVERTIME

- A. All employees covered by this Agreement shall be paid for all time spent in service of DCPS, exclusive of the regular meal period.
- B. Employees shall be notified of their tour of duty at the start of the school year.
- C. DCPS has the right to require the effective and full utilization of each Employee's service throughout the Employee's entire shift.
 1. Employees must arrive at their worksite at the start of the tour of duty and remain at work until the end of their tour of duty, unless leave is requested and granted.
 2. All employees shall be granted a meal period during a work shift.

- a. Employees shall not be penalized for utilizing the thirty minute meal period or required to work additional time to make up for such meal period.
 - b. Individual employees and their respective Administrator can agree to extend the unpaid meal period to one hour. Doing so will extend the employee's tour of duty for an additional half hour at the end of the day.
3. Whenever possible, the immediate supervisor shall schedule meal periods near the middle of each shift with due consideration to operational requirements. Meal periods shall not be scheduled at the start or end of a work shift.
- D. 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 DCPS. Employees shall be notified of such overtime requirements prior to the end of their regular tour of duty except in cases of emergency.
1. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week.
- E. Employees will be given five (5) days advanced notice of temporary changes in work schedules, unless the temporary change is necessitated by an emergency situation.
- F. Attendance Counselors' Hours of Work
1. The work week shall consist of five (5) consecutive days.
 2. This Article shall not be construed as guarantee of any number of hours of work per day or per week for Attendance Counselors.

ARTICLE 30. LEAVE PROVISIONS

A. General

1. Requests for emergency leave shall be answered before the end of the shift on which the request is submitted.
 - a. Employees may be required to submit a leave application to Human Resources to be eligible for extended leave, including leave under the Federal Family and Medical Leave Act or the D.C. Family and Medical Leave Act. An Employee's submission of a sick leave bank application to the Union may not serve as a substitute for submitting an application for leave to Human Resources.
 - b. Employees shall be returned from approved extended leave, insofar as possible, to the same or similar position which was held at the time the leave was granted.

B. Adoption Leave

1. All employees shall be eligible for extended leave for periods in excess of thirty days (30) and not to exceed two (2) years for a newly adopted child.

C. Annual Leave

1. Employees must submit leave slips at least five (5) days prior to the first date on which leave is requested. Applications for annual leave shall be submitted by the employee, on a form provided by DCPS, to his immediate supervisor. The request must be approved or disapproved by the supervisor within three (3) business days or as soon as practicable.
2. Every full-time employee shall be eligible for paid annual leave after ninety (90) days of service with the School System. All employees shall start to earn annual leave as of their date of hire at the rate of:
 - a. Less than three (3) years of service, one hundred four (104) hours or thirteen (13) days per year,
 - b. Three (3) years of service, but less than fifteen (15) years of service, one hundred sixty hours (160) or twenty (20) days per year; or
 - c. Fifteen (15) or more years of service, two hundred eight (208) hours or twenty-six (26) days per year.
3. Employees may accumulate annual leave for later use up to a maximum of thirty (30) days. The minimum amount of leave which may be charged such an employee is one (1) hour. Leave may be used as the employee chooses.
4. The rate of annual leave pay shall be the employee's regular straight time rate of pay.
5. Each supervisor shall develop and post a vacation schedule as early as possible in the school year. Every effort will be made to grant employees leave during the time requested provided that operations shall not suffer. In instances where the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts being resolved by the application of seniority. Applications for vacations shall be submitted two months in advance of the beginning date of the vacation. No employee will lose annual leave because his vacation is not granted due to operational requirements.
6. Employees on vacation shall not be subject to call-back except in case of emergency.

D. Civic Duty Leave

1. Employees who are required to appear before a court or other public body on any matter in which they are not personally involved shall be granted a leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

E. Educational Leave

1. After completing one year of service, any permanent employee, upon written request, may be granted a leave of absence, without pay, not to exceed a period of one (1) year for education purposes. This leave of absence may be extended up to one (1) additional year upon written request to the Chancellor or the Chancellor's designee.
2. A permanent employee in the Attendance Counselor unit may be granted a leave of absence with one-half (1/2) of his/her salary after six (6) continuous years of service with DCPS to pursue full-time undergraduate or graduate study in a program approved by DCPS.
 - a. Such leave as granted above may be terminated at any time if the Attendance Counselor fails to pursue in a satisfactory manner the purpose for which said leave of absence was granted.
3. Such written requests shall include a plan of the educational work to be undertaken during the period of such leave of absence and shall be subject to approval by DCPS.

F. Family Care Leave

All employees shall be eligible for extended leave for periods in excess of thirty (30) days and not to exceed two (2) years for family care.

G. Funeral Leave

1. In the event of the death of an employee's immediate relative, an employee shall be paid in full for time lost not to exceed four (4) days. For the purpose of this section "immediate relative" means the following relatives of the employee: spouse and parents thereof, children (including adopted and foster children and children of whom the employee is the legal guardian and parent thereof), parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purpose of this section, the term "spouse" also shall include a person identified by an employee as his or her "domestic partner" as defined in DC law.
2. In the event of the death of any relative not covered in Section 1 of this provision, an employee shall be granted one (1) day off with pay to attend the funeral.

3. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, note from clergy or funeral professional or death certificate, upon the Employer's request.

H. Grievance Preparation and Hearing Leave

Employees may be granted a reasonable amount of time to prepare for and attend grievance hearings, appeals and arbitrations in connection with adverse actions, grievances and discrimination complaints. Employees are considered in a duty status during grievance, arbitration and appeals hearings.

I. Jury Duty

1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or to appear in court as a subpoenaed witness, other than as a litigant, on behalf of the District of Columbia or Federal Government. An employee upon receipt of his first notice concerning possible jury duty shall, within two (2) work days of his receipt of the summons, present the notification to his immediate supervisor.
2. If an employee is excused from jury duty for a half day or more, he shall report to the place of employment.
3. Any pay received for services as a witness, other than expenses, shall be handled in accordance with applicable policy or law.

J. Leave Without Pay

1. Any request for leave without pay shall be submitted in writing (on a form to be provided by DCPS) by the employee to his immediate supervisor. The request shall state the reason for the request and the length of time off the employee desires. Leave without pay may be granted at the sole discretion of the Chancellor or his or her designee.
2. Any request for leave without pay shall be answered promptly. If a request for more than one week of leave without pay is disapproved, the immediate supervisor shall return the form with the reasons for disapproval indicated.

K. Maternity/ Paternity Leave

1. It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties and maternity leave must comply with applicable laws. After an employee has been medically approved to return to her duties, the employee may request additional leave for a period of adjustment or to make

arrangements for the care of the child. Such additional leave requirements may be taken care of with annual leave or leave without pay.

2. Paternity leave, without pay, shall be granted for a male employee whose spouse is pregnant for a period of five (5) work days commencing from the date of birth. Annual leave may be used for the five work days. A male employee may use accumulated annual leave or leave without pay for a period of adjustment or to make arrangements for the care of the child not to exceed two (2) years. An employee, on return from extended paternity leave, shall be reinstated to the same level of the salary schedule as at the beginning of the leave of absence. The employee shall retain the seniority held at the time the leave became effective.

L. Military Leave

1. General

- a. Employees who are members of the following reserve components of the armed forces, who as regular full-time employees, are serving under appointments which are not temporary, intermittent, when-actually employed or part-time, are authorized military leave:
 - i. National Guard of the United States
 - ii. Army Reserve
 - iii. Naval Reserve
 - iv. Marine Corps Reserve
 - v. Air National Guard of the United States
 - vi. Air Force Reserve
 - vii. Coast Guard Reserve
- b. Absence from a civilian position for military training or active duty without loss of basic salary is limited to fifteen (15) calendar days during each calendar year regardless of the number of training periods.
- c. Non-work days falling within a period of absence for military training or active duty are charged against the fifteen (15) days of military leave; however, non-work days occurring at the beginning or end of the training period are not charged. If an absence begins or ends on a Saturday or Sunday, no leave is charged. However, when Saturdays and Sundays are in the middle of the fifteen (15) calendar days leave is charged.
- d. Military training duty which occurs only on non-work days will not be counted against military leave.

- e. When an employee exhausts the amount of military leave fixed and limited by statute, he/she may be granted any available accrued annual leave to continue military duty without the imposition of dual compensation restrictions.
- f. Accrued annual leave or leave without pay may be granted to members of other federal or state military components for training or related purposes, not specifically listed above.
- g. Military leave with pay is authorized for employees who are members of the National Guard of the District of Columbia for all days (no limit) of parade or encampment when ordered to active duty by the Commanding General Pursuant to Title 39 of the D.C. Code.

2. Procedure

- a. Employees in receipt of military orders are responsible for advising their supervisors as far in advance as possible so that work operations will not be interrupted.
- b. A copy of the military orders is to be presented to the supervisor. It will be processed for submission to the Payroll Office.
- c. This section will be administered by DCPS in accordance with the provisions of the Uniformed Services and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. 4301 et seq. and USERRA regulations outlined at 20 C.F.R. 1002 et seq.

M. Union Negotiating Committee Leave

Four (4) members from the custodian unit shall be members of the Union Negotiating Committee, and shall, upon proper application, be excused without loss of pay for working time spent in regular negotiations with DCPS or its representatives.

N. Voting Time

Employees eligible to vote may be granted a leave of absence on any election day without loss of pay as follows: Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work he/she may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

O. Sick Leave

- 1. Employees shall start to earn sick leave from their date of hire in accordance with Title 5-E DCMR 1200. Full-time employees earn sick leave at a pro-rated rate of one-half (1/2) day for each full bi-weekly pay period or one hundred four (104) hours of sick

leave, with pay, in any one calendar year. Sick leave which is not used during the year it is earned shall accumulate and be available for use in accordance with DCPS Rules.

2. Any employee who becomes sick or disabled to the point he is unable to perform his job or has a scheduled medical or dental appointment, shall be permitted to use accumulated sick leave with no loss of pay in accordance with DCPS Rules and provisions of the Americans with Disabilities Act and the Federal and D.C. Family & Medical Leave Act. Requests for sick leave for medical or dental appointments must be made by the employee to the administrative leader of his/her worksite (e.g., principal) as soon as the appointment is known to the employee. If an employee cannot report for work due to illness, he shall notify the administrative leader of his/her worksite (e.g., principal) by the beginning of the employee's normal work day, at the latest. If an employee expects to be out sick for more than one (1) day, he shall indicate the expected number of days in his initial request. If he cannot indicate the expected number of days, he shall call in every day at least by the beginning of the work day and submit an application for leave to Human Resources, as directed
3. Employees shall be credited for unused sick leave by having such sick leave counted for retirement compensation in accordance with District Rules.
4. The parties shall implement a Sick Leave Incentive Program.
 - a. In order to recognize an employee's productivity through his or her responsible use of accrued sick leave, DCPS agrees to provide time off in addition the employee's current accrual under the Agreement. A full time employee who is in a pay status for the calendar year shall accrue annually:
 - i. Two (2) personal leave days for utilizing zero days of accrued sick leave.
 - ii. One (1) personal leave day for utilizing less than a total of two (2) days of accrued sick leave.
 - b. In order to qualify for the program, employees will be required to fill out necessary paperwork and may be required to provide documentation to confirm eligibility for the program.
 - c. Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under the Sick Leave Incentive Program. The program will be open to all employees who meet the qualifications, and sick leave taken in conjunction with a workers' compensation claim or the Family & Medical Leave Act ("FMLA") will not be counted against an employee for the purposes of determining eligibility for the program. However it shall be the employee's obligation to note such Workers' Compensation or FMLA status on any paperwork for the program and provide supporting documentation on request.

- d. Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full work days in advance of the leave date. Requests for time off pursuant to an incentive award shall be granted unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.
- e. All incentive days must be used in full-day increments before the end of the year following the year during which they were earned. There shall be no carryover or payment for any unused incentive days.
- f. The Sick Leave Incentive Program shall not be subject to the grievance and arbitration procedure, except where there is a claim of violation of paragraph 4(d) above.
- g. The parties also acknowledge that due to the bargaining members' regular interaction with children, employees may need sick days to avoid the spread of germs. This Program is not intended to encourage employees to report to work unwell.

P. Personal Leave

Each employee shall be entitled to one personal day per school year after completion of the probationary period. Employees must take the personal leave day within one school year after it is granted and these days cannot be carried over or paid out if unused.

Q. Abuse of Leave

1. Management reserves the right to discipline or impose leave restrictions on any employee deemed to be abusing leave in accordance with this section.
 - a. An employee may be required to submit a doctor's certificate after three (3) or more consecutive days of absence due to illness.
 - b. Upon proper written notification, DCPS may restrict an Employee from using leave when the employee is engaging in a pattern of abusing leave. This leave restriction shall conclude ninety (90) days after the initial written notice to the employee unless the employee failed to comply during the original ninety (90) days, in which case the restriction will continue for another ninety (90) days.

ARTICLE 31. HOLIDAYS RECOGNIZED AND OBSERVED

A. The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Emancipation Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (every four years)
- Any other legal holidays declared by the District Government

B. Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday.

C. The provisions of this section will be applied by DCPS in accordance with the provisions of D.C. Official Code.

D. Holiday Pay

1. Eligible employees shall receive holiday pay based upon their regular hourly rate of pay multiplied times the number of hours they would have normally worked on the holiday.
2. If an employee works on any of the holidays listed above, he shall be paid in addition to his regular rate of pay the rate prescribed in accordance with the CMPA.

E. Computing Overtime

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked as long as the employee is in paid status.

ARTICLE 32. WORKERS' COMPENSATION

Employees covered by this Agreement who are injured on the job in the performance of their duties and are unable to work shall be entitled to compensation as provided for in the District of Columbia Government Comprehensive Merit Personnel Act of 1978, as amended, and any other applicable statutory provision(s).

ARTICLE 33. PAY PROCEDURES

- A. Salary checks shall be mailed to employees or directly deposited into their designated accounts.
- B. Payroll deduction slips shall be issued with each paycheck through the mail or by being posted securely online for each employee to review.
- C. When there is an administrative error on a salary check the error shall be corrected as soon as practicable, unless it is demonstrated in a particular case that this is not administratively possible.
- D. The salaries and wages of employees shall be paid bi-weekly. In the event that the payday is a holiday, the first preceding business day shall be the payday.
- E. Custodial employees covered by this Agreement are entitled to pay at their scheduled rate plus a differential of seven and one-half percent (7-1/2%) for regularly scheduled non-overtime work when a majority of their work hours occur between 3:00 p.m. and midnight; or ten percent (10%) of their scheduled rate if the majority of their work hours occur between 11:00 p.m. and 8:00 a.m.
- F. Employees who qualify therefore shall be paid a differential for exposure to a hazard, physical hardship or working condition of an unusual nature. Eligibility for such payment shall be in accordance with the provisions of The District of Columbia Government Comprehensive Merit Personnel Act of 1978, as amended.

ARTICLE 34. REST AND CLEAN-UP PERIODS

- A. Custodial Unit employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Rest periods shall be scheduled by the immediate supervisor to ensure 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/she shall be granted the regular fifteen (15) minute rest period for each four (4) hours worked.

- B. Employees in the Custodial Unit shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

ARTICLE 35. CONTRACTING OUT

Consistent with the D.C. Code, when the contracting-out of work is being considered, DCPS shall notify the Union in writing and shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter, except in cases of emergency. In any such discussion, DCPS shall describe the actions and the Union shall respond on the merits, including the suggestion of any alternative action, and DCPS will give due consideration to such suggestions before making a final decision.

ARTICLE 36. CONFORMITY TO LAW/SAVING CLAUSE

- 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.
- 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 37. 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 38. COMPENSATION

- A. Wage Increases

The parties agree that any provision of this agreement requiring legislative action to permit its implementation by enactment of law, and/or by providing the additional funds in the annual operating budget therefore, shall not become effective until the appropriate body has given approval and provided the additional funds. The following compensation shall be paid to all employees covered by this agreement effective upon the dates as stated below, subsequent to the receipt by DCPS of such additional funds by means of either a supplemental appropriation or intra-district transfer of funds.

B. Fiscal Years 2014, 2015, 2016 and 2017:

1. Wage increase of 3% shall be effective on October 1, 2013 for Fiscal year 2014.
2. Wage increase of 3% shall be effective on October 1, 2014 for Fiscal year 2015.
3. Wage increase of 3% shall be effective on October 1, 2015 for Fiscal year 2016.
4. Wage increase of 3% shall be effective on October 1, 2016 for Fiscal year 2017.

ARTICLE 39. HEALTH PLAN

The parties agree that DCPS will seek a contract or contracts that provide lower costs and improved benefits. When such a contract or contracts are acquired, all employees who purchase health benefits will participate in one of the DCPS-acquired contracts. Until such time, employees, at their election, will continue to be covered by the Federal Employee Health Benefit or District employee Health Benefit programs as appropriate.

ARTICLE 40. BENEFITS

The current optical and dental plans and payments will remain in effect until such time as DCPS can provide improved benefits at a lower cost.

ARTICLE 41. LEGAL AID

DCPS will contribute \$.05 per hour for each hour paid, excluding overtime, to the Teamster Local 639 Public Sector Legal Service Plan for all bargaining unit employees. DCPS shall make quarterly payments within thirty (30) days of the end of each fiscal quarter.

ARTICLE 42. SCHOOL ADMINISTRATOR TRAINING

Within 180 days of the ratification of this contract, DCPS and Teamsters shall host a joint training for managers on the provisions of this contract, custodial job descriptions and duties, and the evaluation of custodians.

ARTICLE 43. NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

DCPS will set aside \$50,000 per year over the life of the contract to be used toward the Negotiated Employee Assistance Home Purchase Program (NEAHP) for the duration of the

agreement. If at any time the funds set aside have been depleted, the parties will convene negotiations to provide additional funds for the program. Any funds not exhausted during the life of the contract will revert to DCPS.

ARTICLE 44. REIMBURSEMENT FOR TRAVEL


Attendance Counselors who travel within the District of Columbia for DCPS purposes shall be provided Metro fare or shall be reimbursed for such travel at the D.C. government mileage reimbursement rate, not to exceed a total of one-hundred and fifty dollars (\$150.00) per month where privately owned vehicles are used. Counselors using privately owned vehicles must obtain authorization through their immediate supervisors from DCPS' Office of the Chief Financial Officer, and submit the required documentation of travel.

ARTICLE 45. DURATION OF AGREEMENT

This Agreement shall be effective as of October 1, 2013, and shall remain in full force and effect until September 30, 2017. All fiscal terms and conditions contained in this contract shall become effective as of October 1, 2013, unless otherwise stated in individual Contract articles. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the anniversary date that it 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 the 28th day of October, 2014.

**For the District of Columbia
the Public Schools**



Kaya Henderson, Chancellor
District of Columbia Public Schools

**For Teamsters Local 639, Affiliated with
International Brotherhood of Teamsters**

 10/28/2014

Thomas Ratliff, President
Teamsters Local 639

Other Negotiating Team Members:

Jason Kamras
Erin Pitts
Kit Read
Tracee McSwain
Dean Aquí
Kaitlyn Girard
Michael Levy

Scott Clark
Wayne Settles
Larry Hawkins
Sylvester Arrington
James Howard
Victoria Legerwood-Rivera
John Long
Robert Milner

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Public Schools and Teamsters Local 639, Affiliated with the International Brotherhood of Teamsters, dated _____, 2014 has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978, (Section 1-617.15(a), D.C. Official Code 2001 Ed.), and is hereby approved this ___ day of _____, 2014.

A handwritten signature in black ink that reads "Vincent C. Gray". The signature is written in a cursive style with a large, sweeping initial "V".

Vincent C. Gray
Mayor