



# **A G R E E M E N T**

**Effective August 3, 1988 - September 30, 1990**

**2087**



**"In the Hands of the People"**

**between**

**THE UNIVERSITY OF THE DISTRICT OF COLUMBIA**

**and**

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES**

**DISTRICT COUNCIL 20 LOCAL 2087**

AGREEMENT

BETWEEN

THE

UNIVERSITY OF THE DISTRICT OF COLUMBIA

AND

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES

DISTRICT COUNCIL 20 LOCAL 2087

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ARTICLE 1  
PURPOSE AND INTENT

The District of Columbia Comprehensive Merit Personnel Act (D C Law 2 139 Sub Chapter V 1 605 4 (b) 1 605 6 (b) (2)) accords the Board of Trustees of the University of the District of Columbia (hereafter the University or Employer ) status as an appropriate personnel authority of the District of Columbia government for the purpose of collective bargaining with exclusively recognized labor organizations for employees of the University Furthermore the American Federation of State County and Municipal Employees AFL CIO District of Columbia Council 20 Local 2087 (hereafter AFSCME or Union ) has been accorded exclusive recognition as collective bargaining agent for employees of the University

AFSCME and the University enter into this agreement which has as its purposes:

- 1 Promotion of a positive policy of labor management relations between AFSCME and the Employer;
- 2 Improvement of morale of employees in service to the University;
- 3 Enhancement of the quality of services to the University community;
- 4 Enhancement of the rights of University employees to challenge the actions or failure of the University;
- 5 Promotion of the rights of University employees to express their views without fear of retaliation and
- 6 Advancement of the ideals of freedom justice and democracy

It is the intent of both parties that this Agreement constitutes an implementation of the provisions of the District of Columbia Comprehensive Merit Personnel Act D C Law 2 139 Sub Chp XVIII 1 618 1 (b) AFSCME and the University do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties during collective bargaining and as such shall be binding upon both parties

ARTICLE 2  
RECOGNITION

2 0 Statement

Pursuant to Bargaining Unit Certification of Representative Orders Numbers 3R012 and 3R015 and Compensation Unit Certification of Representative Order Number 80 R 08 of the Public Employee Relations Board (formerly the Board of Labor Relations), the University of the District of Columbia (hereafter 'Employer' or University) as a duly authorized personnel authority of the District of Columbia Government recognizes the American Federation of State County and Municipal Employees, AFL CIO District of Columbia District Council 20 Local 2087 (Hereafter Union or AFSCME) as the sole and exclusive bargaining agent with respect to establishing wages salaries benefits hours of work and all other terms and conditions of employment for all employees of the units established by the above cited certification orders

MEMORANDUM OF UNDERSTANDING

This Memorandum is to evidence the mutual promises and intentions of AFSCME Local 2087 and the University of the District of Columbia (hereafter University) regarding the recognition clause Section 2 0 in the Agreement currently being negotiated by the parties. The parties disagree as to the meaning and intent of the Bargaining Unit Certification of Representative Orders referenced in that Section of the Agreement. To resolve that dispute the parties have sought clarification from the D C Public Employee Relations Board (PERB) and agree to take all necessary steps to assist PERB in making its decision. In the event that PERB determines that the bargaining unit represented by AFSCME is broader than that reflected in Article 1 of the Agreement effective May 16 1982 between the University of the District of Columbia and American Federation of State County and Municipal Employees District Council 20 Local 2087 then the parties agree to negotiate changes in the terms and conditions of employment to be applicable to employees who were not covered by the May 1982 Agreement cited above

ARTICLE 3  
MANAGEMENT RIGHTS

3 0 Consistent with applicable laws rules regulations and the terms of this Agreement the University retains the sole right:

- a To direct employees of the University;
- b To hire promote transfer assign and

retain employees in positions within the University and to suspend demote discharge or take other disciplinary action against employees for cause;

- c To relieve employees of duties because of lack of work or other legitimate reasons;
- d To maintain the efficiency of the University operations entrusted to them;
- e To determine the mission of the University its budget its organization the number of employees and the number types and grades of positions of employees assigned to an organizational unit work project or tour of duty, and the technology of performing its work; or its internal security practices; and
- f To take whatever actions may be necessary to carry out the mission of the University in emergency situations

3 1 Management shall at all times be treated with respect and dignity

3 2 Exercise or non exercise of management's rights and/or privileges under the terms of this Agreement or any law rule regulation or practice shall not be construed as a waiver of such rights or privileges

#### ARTICLE 4 EMPLOYEE RIGHTS

4 0 Each employee has the right to be dealt with in a fair and equitable manner in accordance with established laws regulations rules policies procedures and practices including but not limited to the provisions of this Agreement Employees shall at all times be treated with respect and dignity Each employee has the right to bring a matter of concern to the attention of an appropriate official of the Employer

4 1 An employee who has brought a matter of concern rather than a grievance to the attention of an appropriate official of the University has a right to a response within ten (10) days



4 2 If an employee so desires, he or she may request a Union representative to act in the employee's behalf and to bring the employee's work related concern to the appropriate official's attention

4 3 Each employee has the right to exercise grievance and appellate rights established in this Agreement. This includes the right to choose his or her own representative in a grievance or an appeal

4 4 Employees have the right to all information on personnel policies and practices and other matters affecting their working conditions. The Employer and the Union have a mutual interest in improving communications with employees on such matters. Accordingly, the Employer and the Union agree that the following steps will be taken:

- a The employer will make information from the Personnel Policies manual accessible to all employees; and
- b Means of improving communication with employees will be a proper subject for discussion at Labor Management Consultation meetings

4 5 Employees have the right to lead their private lives as they deem fit and shall suffer no interference by the Employer so long as their private activity does not adversely affect or interfere with their job

4 6 Employees shall have and be protected in the exercise of the right freely and without fear of penalty or reprisal to form, join, and assist labor organizations. The employer shall not interfere, restrain, coerce, or discriminate against employees to discourage membership in a labor organization. The Employer shall take action required to assure that employees are apprised of their rights under D.C. Code 1-618.6 (See Appendix A, D.C. Code 1-618.6)

4 7 Employee participation in bond and charity drives shall be strictly voluntary. There shall be no coercion to participate and no reprisal for refusal to participate in bond and charity drives

4 8 Employees shall not be required to comply with an illegal instruction from a supervisor and shall suffer no harassment, coercion, intimidation, discrimination, loss of wage or benefit for refusing to do so. This should not be construed to relieve the employee from his or her duty to comply with an instruction which is in fact legal

4 9 Employees shall have the right to contact the Office of Personnel Management and Development. An employee may visit the office by appointment on duty time to inquire into personnel matters affecting the employee and to review information in the personnel policies manual and other rules and regulations affecting his/her employment. An employee may also review the contents of his/her official personnel folder and any and all other personnel files of any description related to the employee.

#### ARTICLE 5 EMPLOYEE ORGANIZATION RIGHTS

##### 5 0 Exclusive Agent

During the term of this Agreement the Employer shall not negotiate with any other labor organization concerning negotiable terms and conditions of employment for employees covered by this Agreement.

##### 5 1 Union Activity

The Employer agrees that during working hours on the Employer's premises and without loss of pay designated Union representatives shall be allowed to conduct the following representation functions connected with administering this Agreement:

- a Post Union notices on designated bulletin boards
- b Attend negotiation meetings;
- c Transmit communications authorized by the District Council and Local Union or its officers to the Employer or his representatives;
- d Consult with the Employer or his representative, District Council 20 or other Union representatives or employees concerning the enforcement of any provisions of this Agreement.

##### 5 2 Office Space

AFSCME and the University agree that reasonable office space is provided at the Van Ness Campus at no cost to the Union for internal Union business. In the event that space assigned to the Union is subsequently needed by the University for regular

University business the Union shall after receipt of sixty (60) days advance written notice surrender the space in good condition. In the event the Union is required to return space assigned under this paragraph the University agrees to make reasonable attempts to identify and assign replacement space. When it is determined that the University needs the office space assigned to the Union the University agrees to consult with the Union ninety (90) days before the space is needed and provide the Union with full opportunity to comment and shall provide the Union with reasons in writing.

### 5 3 Meeting Space

Upon advance request the University will provide meeting space as available for bargaining unit business. Except as provided elsewhere in the Agreement meetings will be held on the non work time of all employees attending the meeting. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the place to the same condition in which it existed prior to the meeting.

### 5 4 Membership Dues Check Off

The University shall deduct union membership initiation fees and dues from the scheduled pay of each of those employees who individually have signed an agreed to authorization form for such payroll deduction. The amount to be deducted shall be certified to the University by a duly authorized officer of Council 20. The aggregate deductions together with an itemized statement shall be forwarded to the Business Manager of District Council 20 immediately after such deductions are made. All dues deductions shall be irrevocable for the term of this Agreement unless the employee is removed from the bargaining unit.

### 5 5 Service Fees Check Off

In keeping with the principle that employees who benefit by this Agreement should share in the cost of its administration the parties agree that any present and future employee who is not a Union member who does not make application for membership within thirty (30) calendar days of their initial appointment or reappointment shall as a condition of employment pay to the Union each month a service charge. The amount to be deducted shall be certified to the University by a duly authorized officer of Council 20. This service fee will be withheld from the employee's wages each pay period. All fee deductions shall be irrevocable.

for the term of this Agreement unless the employee is removed from the bargaining unit

5 6 Union Stewards

a A reasonable number of stewards may be designated by AFSCME and shall be recognized by the University as official representatives of the Union

b AFSCME will supply the University with a list of names of appointed stewards Such list will be posted on appropriate agreed to Union bulletin boards

c Stewards shall be allowed to conduct representation functions connected with the administration of this Agreement Such representation activities shall be allowed during working hours on the Employer's premises and without loss of pay to any AFSCME representative in the employ of the University

d In the event the performance of stewards duties require stewards to leave their posts of duty stewards shall notify their supervisors prior to leaving their work assignments if possible to properly and expeditiously carry out their duties resulting from the provisions of this Agreement When contacting an employee the steward should first obtain permission to see the employee from the employee's supervisor, if possible Such a steward request shall be granted immediately except in bona fide emergency situations when the employee cannot be immediately relieved from his or her assigned duties; in such cases the employee shall be relieved from his or her assigned duties as soon as possible thereafter

e Requests by stewards for permission to meet with employees and/or employees to meet with stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited

f The University agrees that there shall be no restraint interference coercion or discrimination against a steward in the steward's performance of such duties

5 7 Non Waiver of Rights

Exercise or non exercise of Union rights and/or privileges under the terms of this Agreement or any law rule regulation or practice shall not be construed as a waiver of such rights or privileges

ARTICLE 6  
LABOR MANAGEMENT CONSULTATION MEETINGS

6 0 Policy

Consultation shall take place between AFSCME and the University on personnel policies and practices and other matters affecting working conditions of bargaining unit employees. The Union and the University through appropriate representation shall meet in good faith with respect to such matters. It is understood that appeals or grievances of individual employees shall not be the subject of discussion at these meetings nor shall the meeting be for any other purpose which will modify, add to, or detract from the provisions of this Agreement.

6 1 Labor Management Consultation Committee

The Committee will meet on a regularly scheduled date each month unless mutually agreed otherwise. Additional meetings may be held in emergency situations by mutual consent. At least one week in advance the University and AFSCME will exchange agenda items for the coming meeting providing complete and detailed listings of the matters to be presented. If neither side submits agenda items no meeting will be held. No other matter will be discussed except by mutual consent. Representatives at consultation committee meetings will be limited to designated members of the joint labor management consultation committee.

6 2 Findings

The findings and recommendations of the Labor Management Committee will be forwarded to the President of the University or his designee. Response(s) to the recommendations shall be presented at the next regularly scheduled meeting of this Committee or as soon as practicable.

6 3 Subcommittees

The parties may upon mutual agreement establish subcommittees to study problems and conditions.

ARTICLE 7  
HEALTH AND SAFETY

7 0 The Employer will make every effort to provide and maintain safe working conditions. The Employer shall comply with applicable federal and local safety laws, rules, and regulations. The Union will cooperate in these efforts and encourage its

members to work in a safe manner and to obey established safety practices procedures rules and regulations

#### 7 1 Health and Safety Committee

The Health and Safety Committee shall be comprised of three representatives from management and three representatives from the Union with equal co chairmanship Immediate health and safety hazards shall be investigated by this committee The University will provide training for all committee members Committee meetings are to be held once per month with meeting sites to be agreed upon by the co-chairs Upon investigation of hazardous conditions the Committee chairpersons shall be empowered to recommend necessary remedies to the President

#### 7 2 Unsafe or Unhealthy Conditions

The University and the Union shall encourage employees to be alert to unsafe or unhealthful conditions at the worksite When such conditions are observed the employee shall report them immediately to the appropriate supervisor If the matter cannot be resolved between the employee and the supervisor the employee may request an inspection of the worksite by the Health and Safety Committee Such request shall be in writing In case of imminent danger the request may be made by telephone and shall be reduced to writing as soon as practicable The Health and Safety Committee shall submit a written report with recommendations to the President and will notify the employee and supervisor of the final disposition of the matter

#### 7 3 Corrective Action

The Employer shall initiate immediate response actions to correct unsafe conditions or acts repair or take out of service unsafe equipment and/or evacuate unsafe buildings which are reported by a competent authority No employee shall be required to work with unsafe equipment or under unsafe conditions which are likely to cause death or serious physical harm to the employee

#### 7 4 Emergency Medical Attention

The Employer agrees to provide first aid kits on each floor of each building The Employer also agrees to make reasonable effort to provide transportation for employees to medical facilities immediately following an injury

#### 7 5 Safety Devices and Equipment

Protective devices and other equipment necessary for the protection of employees from injury or illnesses shall be provided by the Employer

7 6 Environmental Conditions

The University will comply with applicable laws and regulations regarding release of employees from duty in cases of extreme temperatures and humidity hazardous weather breakdown of heating equipment and other conditions threatening the safety and health of employees During inclement weather where the University has declared an emergency employees will be given a reasonable amount of time to report for duty without being charged leave

7 7 Building Evacuation

The Employer shall monitor and maintain a comprehensive plan for the evacuation of all employees at each facility and shall notify and instruct the employees of the plan The Employer shall further hold periodic evacuation drills as determined by the Health and Safety Committee

7 8 Employee Health Services

The Employer shall provide employee health services in accordance with the standards set forth in the D C Merit Personnel Act (D C Code Sec 1 621 7)

7 9 Physical Limitations

The Employer agrees to take measures to accommodate to the extent possible appropriately documented physical limitations or disabilities Employees who desire such accommodations shall be responsible for informing the Office of University Compliance of any medically sanctioned limitations or disabilities which may affect their work performance or their physical well being

7 10 Reassignment Due to Health Reasons

The University agrees to give consideration to an employee's written request for detail or reassignment for health reasons Such requests shall be forwarded to the Office of Personnel Management, with medical documentation Specific medical information will be held in confidence The University's decision on the request will be communicated to the employee as soon as possible

7 11 Work Related Illness or Injury

When an employee reports an illness or injury sustained

in the performance of assigned duties the employee will be referred to the Office of Personnel Management where the employee will be counselled as to rights for Workmen s Compensation benefits and procedures to be followed It is the employee s responsibility to complete and file the report of a work related injury or illness required by the Office of Workmen s Compensation Programs and to supply medical documentation to substantiate any period of disability

7 12 Video Display Terminals

The University shall provide ergonomically appropriate Video Display Terminal workstations Such equipment shall include but is not limited to: non glare screens contrast controls keyboards backrests and adjustable chairs or tables The University shall upgrade older VDT workstations where possible; to reduce possible health problems associated with the frequent use of VDT's

7 13 Asbestos

All buildings where University employees work shall be inspected for asbestos by a trained inspector as expeditiously as possible but within the duration of this Agreement unless the building has a record of comprehensive inspection within the last two (2) years The Health and Safety Committee shall be notified of the results of the inspection

The potential hazard presented by the asbestos shall be assessed by a trained inspector and where abatement is required the Employer shall make every reasonable effort to abate the problem as expeditiously as possible

Any employee engaged in maintenance plumbing electrical work renovation or repair who may disturb damage or work with asbestos containing materials will be trained as to the proper procedures to follow No employee shall be required to work around friable asbestos without proper training and equipment

7 14 Information

The Union shall receive the University s annual statistical summary of occupational injuries and illnesses The report will include a numerical summary of the numerical totals of employees injured and other releasable accident information



ARTICLE 8  
PROBATIONARY EMPLOYEES

8 0 Length of Probationary Period

The probationary period for employees is one (1) year and shall commence with the employee's first day of appointment to a permanent full time position

8 1 Supervisor's Responsibilities

During the probationary period supervisors are responsible for:

- a observing the employee's conduct general character traits and performance;
- b trying to understand the employee's problems if any and giving proper guidance;
- c studying the employee's potentialities and trying to determine whether the employee is suited for successful job performance; and
- d providing appropriate supervision and instruction necessary for the employee to function satisfactorily treating him/her with the same dignity and respect shown to other employees

8 2 Notice of Termination

A probationer who is separated for deficiencies in performance or conduct after entrance on duty will be notified in writing why he/she is being terminated and the effective date of the termination. The information in the notice will state the conclusions regarding the inadequacies of the performance or conduct which is the basis for termination

8 3 Orientation Sessions

The Union will be afforded the opportunity to send a representative to participate in orientation sessions conducted for new bargaining unit employees. The Employer will give the Union adequate advance notice of such orientation sessions. Official time will be granted for this purpose if the representative is otherwise on duty

ARTICLE 9  
PERFORMANCE EVALUATION

The University Performance Appraisal Program (UPAP) and rating system attached as Appendix B will be the only system used for evaluating all bargaining unit employees

ARTICLE 10  
SENIORITY

10 0 Definition

The term seniority as used in this Agreement shall mean an employee's length of service with the University in a permanent full time position

10 1 Lists

a The University shall provide AFSCME as soon as possible but not later than sixty (60) calendar days after the effective date of this Agreement with a complete list of all employees in the bargaining unit containing the following information:

Name  
Date of Hire  
Position  
Work Location  
Grade and Step

b The University shall further provide an updated listing of the employees as stated in subsection a of this Section each six (6) months following the initial list

c Every three (3) months the University shall provide AFSCME with a list of bargaining unit employees who have been hired or terminated since the last listing

ARTICLE 11  
VACATION SCHEDULES

11 0 Seniority

Every effort will be made to grant employees leave during the time requested. If the operations would suffer by scheduling all requests during a given period of time, a schedule will be arranged with all conflicts resolved by the application of seniority. After vacations are posted, no changes shall be made unless

mutually agreeable or an emergency arises Employees will be encouraged to schedule vacations throughout the year

11 1 Denial

No reasonable vacation request shall be denied for arbitrary or capricious reasons

ARTICLE 12  
PROMOTIONS

12 0 Definition

The term promotion as used in this provision shall mean the advancement of an employee to a higher paying position

12 1 Policy

It shall be the University's policy to encourage the promotion of employees In filling vacancies first consideration shall be given to current employees AFSCME and the University shall encourage the promotion of qualified employees into professional classifications The principles stated herein for promotions shall also apply to actions involving the reassignment of transfer of employees at the same grade presently occupied to positions with known promotional potential and to positions in a line of work where the employee may advance upward through a career ladder without the application of competitive promotion procedures

12 2 Notice of Vacancy

When a job opening occurs other than a temporary opening in any existing job classification or as the result of the development or establishment of a new job classification a notice of such opening shall be posted on all bulletin boards for fifteen (15) working days except in cases of emergency A copy of the notices of job openings will be given to the President of AFSCME at the time of posting

12 3 Application

During the period of notice established in the preceding Section 12 2 employees who wish to apply for the open position or job (including employees in layoff) may do so The application shall be in writing and it shall be submitted to the Office of Personnel

12 4 Job Qualifications

The University shall determine job qualification provided they are limited to those factors directly required to satisfactorily perform the job. Among employees rated as equally qualified by the University the employee with the greatest seniority will be given priority consideration. If the employee with the greatest seniority is not selected the selecting official will submit written justification for the non selection to the Office of Personnel.

12 5 Merit Promotion Panels

Merit promotion panels shall be conducted for positions of employees in the bargaining unit. The panel shall consist of three persons one employee designated by AFSCME and two employees designated by the University.

ARTICLE 13  
DEMOTIONS

13 0 Definition

The term demotion as used in this provision shall mean the reassignment of an employee from a position in one job classification to a lower paying position in the same job classification.

13 1 Policy

Demotion to avoid laying off employees shall be made in accordance with applicable reduction in force procedures. Demotions may be made to avoid laying off employees to provide for employee requests for change to a lower grade for personal convenience or when employees are unable to perform satisfactorily the duties of their positions.

ARTICLE 14  
EMPLOYEE DEVELOPMENT AND TRAINING

14 0 In accordance with Article VI of UDC Administrative Personnel Policies (1980) and upon prior approval the Employer agrees to pay for any courses which employees take to enhance their job skills. The employees may be allowed up to 8 hours of official duty time per week to attend such classes.

14 1 The employer agrees to offer training and development opportunities at the University and other agreed upon off campus facilities to assist employees to take full advantage of training in

job related skills technical professional and educational development

14 2 The employer agrees, within budget limitations resources and established guidelines to provide tuition assistance for eligible employees pursuant to Title 601 of Article VI of UDC Administrative Personnel Policies (1980)

14 3 For employees their spouses and members of the immediate family who are deemed dependents for tax purposes tuition shall be waived for both undergraduate and graduate courses taken at the University

14 4 The employer agrees to include Union representation in the planning and designing of such training and development programs Such representation shall be on the Comprehensive Employee Training Advisory Committee

14 5 Training needed by employees: (a) as a result of University mission or program changes (b) as a result of new work assignments (c) to improve present performance (d) to meet future staffing needs and (e) to develop unavailable skills will be provided by the University Employees shall be provided the opportunity to participate in various educational courses programs and other activities directly related to their job assignments The University will make every effort to provide specialized training that is or will be directly related to job performance in order to increase the knowledge skills ability and proficiency of employees Employee training shall be documented in Official Personnel folders

#### ARTICLE 15 EMPLOYEE ASSISTANCE PROGRAM

15 0 The Employer agrees to implement the Employee Assistance Program (EAP) UDC Resolution 83 17

15 1 The Employer agrees to have the Union as part of the representation on the EAP Committee

#### ARTICLE 16 PERSONNEL FILES

16 0 Policy

An official personnel record shall be maintained for each employee of the University All records shall be maintained to ensure employees or applicants privacy while providing adequate necessary and complete information for the University Such

records shall be disposed of in accordance with University District and Federal guidelines

16 1 Disclosure

The University will not disclose personnel information on any employee without the written consent of the employee except when such information is required by University officials in the execution of daily responsibilities or when subpoenaed by law enforcement authorities or as is otherwise required by legal statute. Employees upon request may review the contents of their personnel file in the presence of an official representative of the Office of Personnel Management and Development.

16 2 Reproduction

An employee shall be permitted to reproduce or copy any material in his/her personnel file.

16 3 Timely and Relevant Information

For the purpose of this Article information other than a record of official personnel action is untimely if it concerns an event more than two (2) years in the past upon which an action adverse to an employee may be based. Prior to the removal of any information in the file the employee shall be notified and given an opportunity to be heard.

ARTICLE 17  
UNIFORMS AND CLOTHING ALLOWANCE

17 0 Special Police

A Uniformed personnel shall be provided with uniforms and equipment in the amount and manner provided for in the following table:

- i Four (4) long sleeve and four (4) short sleeve shirts annually
- ii One (1) summer (mesh top) and one (1) winter cap annually
- iii Two (2) blouses as needed. Such need to be determined by department inspection.
- iv Eight (8) pairs of trousers annually (4 summer and 4 winter)

- v One (1) raincoat and hat cover as needed Such need to be determined by department inspection
- vi One (1) reefer as needed Such need to be determined by department inspection
- vii Two (2) ties annually
- viii Rubber footgear flashlight batteries and leather case for badge and identification
- ix Revolver ammunition holster and belts as needed Such need to be determined by department inspection

B Upon inspection by the supervisor the clothing and equipment listed above will be issued as needed provided the employee turns in item for item the clothing and equipment previously issued

C If a Special Police Officer is detailed to the Investigative Section for a period of at least five (5) days and the detail has been sanctioned by the D C Metropolitan Police Security Officers Management Branch (SOMB) he/she is eligible to receive a pro rata portion of the clothing allowance for plainclothesmen

D UDC Special Police Officers shall maintain parity with officers of the D C Metropolitan Police Department regarding the maintenance of clothing and equipment issued to them

#### 17 1. Business Services

A Uniformed personnel shall be provided with uniforms in the amount and manner provided for in the following table:

- i Three (3) pants
- ii Five (5) short sleeve shirts
- iii Five (5) long sleeve shirts
- iv One (1) jacket with winter lining
- v Aprons/smocks as needed

B Upon inspection by the supervisor the clothing listed above will be issued as needed provided the employee turns in item for item the clothing previously issued

17 2 Physical Plant

A Uniformed personnel shall be provided with uniforms in the amount and manner provided for in the following table:

- i Three (3) pants
- ii Five (5) short sleeve shirts
- iii Five (5) long sleeve shirts
- iv One (1) jacket with winter lining

B Upon inspection by the supervisor the clothing listed above will be issued as needed provided the employee turns in item for item the clothing previously issued

17 3 Maintenance

All uniformed employees will be responsible for the maintenance of the clothing and equipment issued to them

ARTICLE 18  
SPECIFIC EMPLOYEE GROUPS

18 0 Special Police Officers

Employees responsible for security at the University of the District of Columbia are SPECIAL POLICE OFFICERS and should be referred to as such at all times

The terms and conditions in Section 18 1 through Section 18 8 shall be applicable solely to all non supervisory Special Police Officers

18 1 Hours of Work

The regular work week shall be forty (40) hours per week eight (8) consecutive hours per day Flextime can apply to special cases when discussed and agreed upon by supervisor and officer with the approval of the director Notification of approval to be submitted in writing to the Union

For employees engaged in continuous operations work schedules showing each employee s shift work days and hours



shall be posted on appropriate department bulletin boards and at employee s worksites at least thirty (30) days in advance

Except for emergency situations work schedules shall not be changed without notice of at least fourteen (14) days to the employee(s) Nothing herein shall be construed to limit the authority of the University to assign work duties for the purpose of meeting an emergency situation over which the University has no control However such assignment shall not extend beyond the period of such emergency

The Employer agrees to consult to the extent possible with the Union President or an authorized representative prior to making a tour of duty change involving five or more employees in the unit The Employer shall confirm such consultation in writing after the completion of any meeting

During each tour of duty all employees shall be allowed one half (1/2) hour for lunch When job related circumstances arise which prevent an employee from taking a lunch break such employee should be allowed to leave one half (1/2) hour prior to the end of his/her tour of duty if the relief person has arrived When unable to leave the employee should be compensated with overtime for the lunch period

Employees detailed out of their sections for a period of one day or less will be allowed a reasonable amount of time to return to their own sections before quitting time to put away equipment and personal property

## 18 2 Swing Officers

Swing officers who fill in for officers shall normally be assigned by inverse order of seniority:

- a on sick leave
- b on vacation
- c on shift or otherwise  
absent from the post

The swing officer shall be notified of the shift at least two weeks in advance when possible Swing officers assigned to a duty site which is different from the reporting site may upon request be provided transportation to the duty site

Each officer shall have every third week end off except officers with ten years of service or more who shall work every other week end The parties agree to investigate through the Labor Management Consultation Committee the development of a

schedule allowing all officers every other week end off and a schedule allowing officers with ten years or more service every week end off

A work period shall consist of two (2) consecutive work weeks divided into three (3) shifts The shifts shall encompass the following hours:

Shift I	11:00 p m to 7:30 a m
Shift II	7:00 a m to 3:30 p m
Shift III	3:00 p m to 11:30 p m

Shift changes will not be made for disciplinary reasons

18 3 Clean up Time

Employees working eight (8) hour shifts shall be granted a fifteen (15) minute personal clean up period at the end of a work shift provided they are properly relieved by on coming personnel When employees are required to work overtime such clean up time shall not commence until after any such overtime is scheduled

18 4 Overtime

Overtime shall be distributed as evenly as possible among the employees on a rotating basis Overtime schedules will be posted at all work sites as soon as received by the Office of Security

18 5 Uniforms and Clothing Allowance

Uniformed personnel shall be provided with uniforms and equipment in the amount and manner provided in Article 17 Section 17 0 of this Agreement

18 6 Communication

Each covered post shall have at least one two way radio in working condition in direct contact with the Department communication command center

The Command Post shall be operative during all shifts (24 hours a day) At no time shall the post be inoperative At least one qualified officer or supervisor shall be present at all times at the Command Post During emergencies the Command Post shall communicate with outlying posts over land lines

18 7 Motor Vehicles

The University shall provide radio equipped vehicles for the use of University Special Police Officers. The vehicles and particularly the communication equipment shall be maintained in proper operating condition at all times. The vehicles will be marked as Special Police vehicles and will be equipped with road flares, first aid kits, and emergency lights.

18 8 Essential Employees

Since Special Police Officers are determined to be essential employees, the University will make every effort to maintain the Department at a level to provide sufficient numbers of employees for each shift.

18 9 Early Childhood Learning Center

The following terms and conditions shall be applicable solely to all non-supervisory employees of the Early Childhood Learning Center.

Employees in the Early Childhood Learning Center will not be required to occupy a space that is not determined to meet statutory regulations.

The University agrees to provide first aid kits in each classroom and on buses provided by the University. Other health and safety concerns articulated by employees of this Unit will be addressed as a priority by the Health and Safety Committee.

Within sixty (60) days of the effective date of this Agreement, the parties agree to establish an Ad Hoc Committee of the Labor Management Consultation Committee to review special working conditions of employees within this Unit. The Ad Hoc Committee will, within sixty (60) days of its formation, make appropriate recommendations to the President of the University through the Labor Management Consultation Committee.

ARTICLE 19  
NON DISCRIMINATION

19 0 The University and the Union agree that there will be no discrimination in the application of this Agreement because of race, color, creed, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, religion, physical handicap, or political affiliation. Nothing in this Section shall be construed to prevent an employee from exercising constitutional or statutory rights which may be available.

19 1 The parties recognize that Sexual Harassment is a form of sexual discrimination prohibited by law and this section

19 2 Any charges of discrimination may be processed either by the appropriate administrative agency or through the negotiated grievance procedure

## ARTICLE 20 HOURS OF WORK

### 20 0 Workday

Except as provided in this Article the regular workday shall begin at 8:30 a m and end at 5:00 p m inclusive of a lunch period

### 20 1 Workweek

Except as provided in this Article the regular workweek shall consist of five (5) consecutive eight (8) hours days Monday through Friday inclusive

### 20 2 Continuous Operations and Shifts

a The workday for employees in twenty four (24) hours continuous operations shall consist of eight (8) continuous hours interrupted by a lunch break

b The regular workweek of employees in twenty four (24) hours of continuous operations shall consist of five (5) consecutive eight (8) hour days

### 20 3 Premium Pay

All employees working on Sunday shall have a twenty five percent (25%) premium added to their hourly rate of pay for Sunday

### 20 4 Flexible (Flexi) Schedules

The development of flexible schedules shall be a proper matter for Labor Management Consultation meetings between the parties Flexible schedules shall not be implemented to avoid the payment of overtime

### 20 5 Change of Schedules

Except in cases of emergency fourteen (14) days notice to the employees will be given for changes of schedules

20 6 Holidays

The following paid holidays shall be recognized and observed:

New Year s Day  
Dr Martin Luther King Jr s Birthday  
George Washington s Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

ARTICLE 21  
LEAVES OF ABSENCE

21 0 Union

An employee who is elected or temporarily appointed to an elective office with the Union (Local 2087) Council 20 or the International Union upon written request by the president of the Union shall be granted a leave of absence without pay for the period of time for which elected or temporarily appointed provided the granting of the request does not seriously disrupt that employee s unit or department s functional operation

21 1 Council 20 or International

An employee who is selected for regular employment with the Union (Local 2087) Council 20 or the International Union upon written request by the president of the Union shall be granted a leave of absence without pay for not more than a year Upon written request of the president of the Union the leave will be extended for additional periods but in no case shall a leave and an extension exceed two years

21 2 Union Excused Absence

An employee who is elected or selected by the Union upon five (5) days written request by the president of the Union shall be granted an excused absence without pay for a period of time sufficient to attend conferences or conventions provided however and except for executive officers of the Union chief stewards and stewards not more than one employee from a department will be granted an excused absence at any one time

21 3 Maternity/Paternity Leave

All regular full time and part time employees are eligible for maternity/paternity leave. The leave is granted at the request of the employee who may request the use of sick leave, vacation leave, compensatory leave, or leave without pay.

ARTICLE 22  
SICKNESS OR INJURY LEAVE

22 0 Eligibility

An employee shall be eligible to receive sickness or injury leave (hereinafter referred to as sick leave) in accordance with the provisions of this Article for

a Personal illness or incapacity over which the employee has no reasonable control or absence from work because of exposure to contagious disease which according to public health standards would constitute a danger to the health of others by the employee's attendance at work

b To care for dependents with a contagious disease

c For medical, dental, psychological, optical, and optometrical examination appointments

d Physical examinations required by the University shall not be charged against an employee's leave

22 1 Accumulation

a All employees shall receive four (4) hours sick leave per pay period

b All employees shall begin to accrue sick leave as of the first day of hire, and the first day of hire shall coincide with the first day of a pay period

c An employee may accumulate an indefinite amount of sick leave during his/her tenure at the University

d Hours or days of sick leave accrued are to be recorded at the end of each pay period, and the balance of such sick leave shall be reflected on the employee's leave record each pay period

e The minimum charge for sick leave is one (1) hour. Additional charges shall be in multiples of one (1) hour.

f Sick leave shall not be granted unless requested by the employee Sick leave must be certified on the appropriate form before it is deducted from his/her credit In the event this is impossible (due to hospitalization or confinement) sick leave may be deducted but the department head must sign the leave form and upon the employee's return to work he/she must sign the form

g Employees shall be given the opportunity to use any accrued compensatory leave instead of sick leave if so desired

h Employees who have exhausted their sick leave and are still unable to return to work may request to be placed on any accrued annual leave compensatory leave advanced sick leave or leave without pay University approval of sick leave requests shall be in writing

i When sickness lasting more than five (5) days occurs during a vacation the period of sickness may be charged as sick leave and the charge against annual or compensatory leave shall be adjusted accordingly Application for such substitution of sick leave for annual or compensatory leave shall be made within five (5) working days after the expiration of the vacation during which the sickness occurred and supported by medical authority

j An employee who transfers from one position to another position in the University shall be entitled to any unused sick leave provided the transfer is not between different pay systems

k Employees who are laid off or on a leave of absence shall have available any unused sick leave previously earned effective at the time they return to work

l An employee shall not be charged sick leave when his/her illness coincides with a holiday

## 22.2 Notice and Proof of Sickness or Injury

An employee is responsible for notifying his/her department head of sickness or injury This notification should be made at the beginning of the employee's work schedule except when the failure to notify is due to circumstances beyond the control of the employee

The department head may require the employee to submit a medical or otherwise appropriate certificate for absences of three (3) or more consecutive working days If so the employee must know of this request within three (3) working days of his/her return to work

ARTICLE 23  
BEREAVEMENT LEAVE

23 0 Statement

a Bereavement Leave of three workdays with pay without reduction in leave or service will be granted all full time employees immediately following the death of a member of the immediate family or household Immediate family is defined as spouse father mother legal guardian son daughter brother sister and grandparents

b Leave with pay without loss of vacation or other leave may be granted to attend the funeral of a fellow employee Such leave must be approved by the department head or supervisor and will be limited to employees in the same functional work unit as the deceased

ARTICLE 24  
JURY AND CIVIC DUTY LEAVE

24 0 Jury Duty Leave

a An employee who is summoned for jury service shall be permitted to be absent from duties without loss of pay and without charge against any leave If after reporting for jury service it is determined that the employee's services are not required and the employee is dismissed for the day the employee shall return to work

b If an employee is paid for jury duty such absence may be charged against vacation leave or leave without pay may be granted If payment is the nominal fee for jury service the check may be endorsed to the University and no vacation leave charge will be made

24 1 Civic Duty Leave

a An employee who is properly summoned to appear as a witness before a court or other public body to give testimony shall be permitted to be absent from duties without loss of pay and without charge against any leave

b If an employee is paid for his/her services such absence may be charged against vacation leave or leave without pay may be granted If payment is the nominal fee for service the check may be endorsed to the University and no vacation leave charge will be made



ARTICLE 25  
MILITARY LEAVE

25 0 A leave of absence shall be granted to any University employee called to military service in accordance with the appropriate federal state and District statutes

ARTICLE 26  
EMPLOYEE DEVELOPMENT LEAVE

26 0 Statement

Employee Development Leave may be granted to an employee for short periods to attend conferences seminars workshops and for other professional purposes without loss of pay Within available resources and with University approval expenses incurred may be reimbursed to the employee

ARTICLE 27  
EDUCATIONAL LEAVE

27 0 Statement

a The University shall provide an opportunity for all full time employees to participate in and receive leave with or without pay for educational purposes to enhance skills or to meet needs of the University Such leave shall not exceed one year at a time

b To receive educational leave with pay the applicant employee must

- i have been associated with the University for at least six (6) years; and
- ii show evidence of admission to a professional program of study in a college university or an approved research program or other appropriate educational activity

c All employee benefits will continue during all periods of educational leave for those employees on paid leave Those employees on leave without pay will continue to receive health benefits

d Employees who are granted educational leave pursuant to Subsection c above will be obligated to continue in the service of the University for at least one full year upon return to duty. If an employee does not continue in the service of the University for the required full year, the amount of earned salary will be converted to a loan receivable payable immediately or within one (1) year from the date of separation.

#### ARTICLE 28 NEW CLASSIFICATION AND DEPARTMENTS

28 0 When a new classification covering work commensurate to that done by employees covered by this Contract is established at the University, the Union shall be immediately notified.

#### ARTICLE 29 CONTRACTING OUT

29 0 Policy

During the term of this Agreement, the University shall not contract out work presently performed by employees covered by this Agreement except where funding, manpower, and/or equipment are not available to perform such work or when it is determined that emergency conditions exist requiring such contracting out. When the contracting out is based on emergency conditions, the contracting out shall last only as long as the emergency conditions exist.

29 1 Notification

When it is determined that there is a need to contract out under the provision of paragraph 29 0 above, the University shall negotiate the impact of such action with AFSCME.

#### ARTICLE 30 R I F PROCEDURES

30 0 Definitions

A The term Reduction in Force as used in this Agreement shall mean the separation, reduction in pay, reduction in rank, furlough, reassignment, and/or transfer of a bargaining unit employee because of (a) lack of work; (b) lack of funds; (c) reorganization or realignment; and/or (d) displacement by an employee with greater retention rights who was displaced because of (a) through (c) of this section.

B For purposes of this Article grant funded employees are individuals who are paid with funds made available to the University pursuant to a specific contract or other written agreement which is usually designed to carry out a particular purpose. These employees' terms of employment are generally for a fixed (not to exceed) period of time or on an intermittent basis. For purposes of this Article only those grant funded employees who have been designated as permanent employees pursuant to official personnel actions shall be considered permanent employees. However all such appointments of these employees are subject to the duration of the specific grant under which they have been hired.

### 30 1 Career Service Employees

The RIF procedures set forth in District of Columbia Regulations Chapter 24 (1984) shall apply to Career Service employees.

### 30 2 Educational Service Employees

A For purposes of this Article the University shall constitute the work unit.

B The University will notify the Union of its intent to implement a reduction in force prior to notifying any potential affected employee. An affected employee must receive a ninety (90) day advance notice of a RIF action. All notices shall be issued by the President or his designee.

C Positions to be reduced in force will be identified by title and grade/level (excluding consideration of the individual's step in the grade/level) within the work unit.

D Order of Priority and Preference in Reduction in Force:

1 Competition within each title and grade/level will be resolved by the individual's standing within one of the employee categories as follows:

- Category 1 Permanent full time salaried employees
- Category 2 Permanent part time employees
- Category 3 Probationary employees
- Category 4 Temporary full-time employees
- Category 5 Temporary part time employees
- Category 6 When Actually Employed (WAE) employees hired on an intermittent basis

Category 1 employees have the highest priority for retention. Category 6 employees have the lowest priority.

2 Competition between individuals within the work unit shall be determined by (a) veterans preference pursuant to University enabling legislation and (b) length of service Length of service shall be defined as all previous employment with the University of the District of Columbia and/or predecessor institutions Length of service shall also include time guaranteed by the provisions of the University's enabling legislation or the D C Comprehensive Merit Personnel Act Any employee seeking credit for previous service time which may be guaranteed by enabling legislation or the D C Comprehensive Merit Personnel Act must provide official documentations

E A copy of the retention register will be provided to the Union ten (10) working days before the employees receive notice of a reduction in force

#### F Transfers

1 Before a reduction in force is made each competing employee shall be offered a transfer to a position if one exists for which the employee is qualified at the same grade and step or to a higher grade subject to merit selection If no such position is available the employee shall be offered a transfer to a position at a lower grade for which he/she is qualified If no such position is available the employee shall have the right to a position at the same rate of pay or one with the least possible reduction in rate of pay thus displacing another employee who holds the position for which the competing employee is qualified

2 An employee in a position identified for transfer from one department to another must be given an opportunity to transfer to the gaining department in lieu of separation or reduction in grade/level in the present department

3 Concurrent with notification to employees the Union shall receive a list of employees who will be transferred and the position to which they will be offered a transfer Management will consult with the Union regarding any problems resulting from transfer

4 Employees who are transferred to a lower position as a result of a reduction in force shall maintain their present rate of pay for one (1) year

G Permanent full time employees impacted by a reduction in force shall in lieu of separation from the University be given the opportunity to fill any part time temporary or WAE positions existing at the University

#### H Lay Off and Recall

1 An employee who is terminated during a reduction in force shall be placed on a preferential hiring list. The Preferential Hiring List shall be maintained for two (2) years.

2 An employee listed on the Preferential Hiring List shall have a right to priority consideration for positions that become open in the University for which he/she is qualified. A list of open positions will be maintained by the Office of Personnel with a copy to the Union.

3 Hiring preference will be based on the inverse order of reduction in the work unit. An employee shall not be recalled out of order except where it is determined that the more senior employee does not meet the requirements for the position.

#### ARTICLE 31 MERIT AND INCENTIVE AWARDS

##### 31 0 Policy

a The University, realizing the need to recognize individual achievement and performance exceeding the normal levels of job expectations, shall follow the guidelines of this Article in awarding recognition to its employees.

b The University and AFSCME may jointly establish awards and other forms of recognition which are not mentioned in this Article as long as they are awarded fairly and equitably.

c AFSCME and the University shall consult on the development of any procedures necessary to implement the provisions of this Article.

##### 31 1 Effect of Quality Increases on Within Grade Increases

Employees who receive quality increases shall receive in addition their within grade step increases within University budgetary constraints at the regular anniversary date.

##### 31 2 Employee Suggestions

Employee suggestions submitted to the University shall be acknowledged by the appropriate office or committee within five (5) working days after receipt. All suggestions shall be given thorough and fair consideration as promptly as possible; toward this end, a status report shall be sent to the suggestor within sixty (60) calendar days of receipt of the suggestion.

ARTICLE 32  
WAGES AND OTHER BENEFITS

32 0 Negotiated Compensation Issues

All compensation issues concluded in the compensation negotiations for compensation units numbers 1 2 11 and 15 are hereby incorporated into this Agreement by this reference

32 1 Local Agreement

Pursuant to Section 204 of the District of Columbia Government Comprehensive Merit Personnel Act (1978) D C Law 2 139 (D C Code Title I Chapter 6 Subchapter 11 Section 1 602 et seq ) this Agreement shall not reduce any existing benefits until such time as AFSCME and the University mutually agree to such changes in writing

32 2 Benefits Guaranteed

Matters including compensation issues not specifically covered by this Agreement shall be provided to employees as contained in law regulations and contracts effective as of October 1 1987

ARTICLE 33  
DISCIPLINE

33 0 Policy

A All disciplinary actions against employees shall be administered fairly and equitably in accordance with applicable laws rules regulations policies and the provisions of this Agreement

B Disciplinary actions shall be corrective and not punitive and shall be taken only for cause

C Disciplinary actions shall be appropriate in type and severity to the cause giving rise to the disciplinary action Disciplinary actions shall be progressive unless the infraction by the employee constitutes irreparable harm to the University or its employees

D If a supervisor or manager has reason to discipline an employee it shall be done in a manner that will not embarrass the employee before other employees or the public

E No recording or stenographic devices may be used in the disciplinary process including interrogation except by mutual agreement

F The proposing official shall not be the deciding official except when the proposing official is the University President If the proposing official is the University President the deciding official shall also be the University President

G The deciding official for admonishments and reprimands shall be a University official in the subject employee's supervisory chain of command organizationally superior to the proposing official unless the proposing official is the University President

H The deciding official for all suspensions demotions and discharges shall only be the University President

I Where an employee against whom adverse action is proposed asserts that the infraction or deficiency is attributable to alcoholism, drug dependence or an emotional disturbance the employee will be given a reasonable opportunity to alleviate the alcoholism drug dependence or disturbance through the University's Employee's Assistance Program If the employee fails to demonstrate improvement then that failure may be considered in assessing the severity of penalty for future infractions

J Unchallenged or sustained disciplinary action shall remain a part of the employee's record for a maximum of two (2) years from the date of issuance The time limit of two (2) years shall also be the maximum time for the purpose of accumulation

K The time limits set forth herein may be extended by mutual consent of the parties

### 33 1 Definitions

A Admonishment (letter of counseling): The step preceding formal discipline which cautions or advises an employee as concerns the employee's conduct for cause Admonishments are not controlled by the procedural requirements of formal discipline; however they shall describe employee violation of a specific standard of conduct or work performance state when it occurred suggest corrective measures to be taken by the employee and the possibility that future violations might result in disciplinary action

B Cause: For the purpose of this article cause shall be defined as in D C Code Sec 1 617 1 (d) (1981 ed ) or as amended All amendments shall be subject to negotiations

C Deciding Official: The University official authorized to make final decisions on the disposition of advance notices of proposed disciplinary action

D Discharge: The disciplinary removal of an employee from the service of the University for cause

E Disciplinary Action: Any of the specific actions covered by this Article taken for cause

F Discipline: The positive application of rules of conduct and behavior for cause in order to maintain a state of order with regard to established applicable laws rules and the terms of this Agreement

G Disinterested Designee: The official designated by AFSCME and the University who pursuant to section 33 4 of this Article chairs the Impartial Review Panel

H Impartial Review Panel: The joint AFSCME/University committee composed of three (3) to five (5) members including one mutually appointed chairperson and the remaining members appointed equally by AFSCME and the University The panel's task is in proposed disciplinary actions to conduct non adversary fact finding conferences and to make recommendations on the disposition of a proposed action to a deciding official University employees shall not be impaneled who are from the same organizational unit (e g Physical Plant Media Services etc ) as an employee whose case is being reviewed by the Panel

I Interrogation The questioning of an employee who at the time of such questioning appears to be a likely or potential target or subject of disciplinary action

J Proposing Official the official signing an advance notice of proposed disciplinary action The proposing official for reprimands shall be any University official in the subject employee's chain of command For suspensions demotions and removals from service the proposing official shall be the subject employee's Vice President or other University official (in employee's chain of command) reporting directly to the President

K Reprimand: A disciplinary action for cause which is a written notice to an employee that his/her performance or conduct as it relates to the job is not satisfactory

L Suspension: A disciplinary action for cause which places an employee in a temporary absence from duty and non pay status



33 2 Employee Rights (Disciplinary Action)

A Employees shall be entitled to representation by AFSCME or an attorney provided at the employee's own expense at every level of the disciplinary process

B No employee shall be required to submit to interrogation by the University if the information sought is for use against such employee in a disciplinary proceeding unless the employee is notified in writing in advance of the interrogation of his/her right to have AFSCME or personal representation present

C Employees shall not be requested to sign a statement regarding misconduct unless the employee is informed of his/her right to have AFSCME or personal representation present. If an employee waives the right of representation, the employee may be requested but not required to sign such a statement. Prior to signing a statement, the employee shall be informed that he or she may make such modifications or deletions or corrections in the statement that he or she deems necessary or appropriate. Any statements or admissions obtained in violation of the provisions of this Article shall not subsequently be used in any disciplinary proceeding. A copy of any statement subject to the provisions of this section (signed or unsigned) shall be supplied to the employee at the time the employee is requested to sign the statement. Nothing in this subsection shall be taken to mean that an employee in the EAP cannot have adverse action taken against him/her

D In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty; therefore, the burden of proof on all matters shall rest upon the University.

E Employees against whom disciplinary action is proposed shall be retained in a pay status (active or administrative leave) until final University decision has been reached.

F A copy of any material part of the record of the disciplinary action at the University level shall be supplied to the subject employee or his/her representative.

G Employees found to have been improperly disciplined shall be made whole with respect to pay, benefits, seniority, and all other employment rights.

H Employees shall not be coerced, intimidated, or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages, or working conditions as the result of the exercise of rights under the provisions of this Article.

### 33 3 Advance Notice of Proposed Discipline

A The University will propose adverse action against employees within thirty (30) days of the infraction constituting cause or within thirty (30) days of when the employee's supervisor learns or should have learned of the infraction

B Employees against whom disciplinary action is recommended shall receive at least thirty (30) full days advance written notice stating any and all causes of which the employee is charged and the reasons specifically and in detail for the proposed action. Final action shall not become effective during the advance notice period. AFSCME shall be notified in writing of any proposed discipline simultaneously with the employee who is subject of the proposed notice

C The material upon which the notice is based and which is relied upon to support the reasons given in the notice including statements of witnesses documents reports of investigations or extracts therefrom shall be made part of the notice

D Material which cannot be disclosed to the employee shall not be used to support reasons given in the notice for the proposed disciplinary action. The first day of the notice period shall be the day following the date on which service is made to the employee. Service of notice shall be made in person if possible; if not service shall be made by registered or certified mail return receipt requested

E Employees shall be entitled to not less than thirty (30) calendar days in which to answer the advance notice of proposed disciplinary action. The answer shall be in writing and shall contain affidavits and other documentary evidence in support. Employees right to answer shall include the right to make any relevant presentation which the employee believes might affect the final decision on the proposed action. The University shall provide the employee with administrative leave not to exceed twenty (20) hours unless an extension has been mutually agreed upon

### 33 4 Impartial Review Panel

A All proposed disciplinary actions and employees answers shall be reviewed by an Impartial Review Panel. The Impartial Review Panel shall receive employee answers; hold non adversary fact finding conferences on the matter; and make thorough written reports containing findings of fact discussion of facts conclusions of law together with recommendations with respect to the decision to be made to the Deciding Official. The Panel should endeavor to present unanimous opinions. In the

absence of unanimous opinions majority opinions should be attempted If a minority opinion is reached minority reports may also be filed for consideration

B In no case may an Impartial Review Panel recommend or suggest a penalty greater than that proposed in the advance notice The Panel's ~~recommendation shall be made to the Deciding Official within forty~~ five (45) calendar days of receipt of the employee's answer Impartial Review Panel reports shall become part of the record of the disciplinary action and shall be made available to the Deciding Official and the employee and his or her representative simultaneously

33 5 Final Notice of Disciplinary Action (Decision)

A The Deciding Official shall either sustain reduce or dismiss the proposed disciplinary action and shall so notify the employee through a final notice of disciplinary action The final notice of disciplinary action shall be issued by the Deciding Official and shall constitute the final agency decision for the purpose of appeal Employees shall be given final notices in writing dated and signed by the Deciding Official and unless the decision is to withdraw or dismiss the advance notice of proposed action the final notice shall:

- i state whether the penalty proposed in the advance notice is sustained or reduced or withdrawn; and if sustained or reduced on what basis
- ii state which of the causes among those for which the employee has charged in the advance notice of proposed disciplinary action have been sustained and which have not been sustained;
- iii for all sustained causes state all reasons specifically and in detail on which the final notice is based;
- iv contain all factual material upon which the final notice is based and which was relied upon to support the reasons given in the final notice;
- v inform the employee of his or her right to appeal the decision contained in the final notice in accordance with Section 33 6 below;

- vi state the effective date of the action and the time limit for filing a grievance under Section 33 6 of this Article;
- vii attach a copy of the OEA appeal form and state the location where OEA regulations may be reviewed or copies of this Article as appropriate
- viii inform the employee of his/her right to be represented in appeals by AFSCME or other representation provided at the employee's own expense;
- ix state the names work location and work telephone numbers of the Chief Steward and Local Union President

B The Local Union President shall be advised of the name and work location of all employees against whom a final notice of disciplinary action has been served Two copies of the final notice shall be served upon the employee (as specified in Section 35 A) and one forwarded to the Local Union President in care of the Union Service of Notice shall be made by personal delivery if possible If service cannot be effectuated by personal delivery it shall be made by registered or certified mail return receipt requested to the last known address

### 33 6 Appeals of Disciplinary Actions

A Appeal of final notice of suspension for fifteen (15) days or longer demotion or discharge shall be through the Grievance Article Section 34 4 E The time limit for filing such an appeal shall be thirty (30) days after receipt of the final notice

B Appeal of lesser penalties shall be to the D C Office of Employee Appeals (OEA) within fifteen (15) days after receipt of the final notice in accordance with regulations of that office

C An appeal from the final notice of disciplinary action shall not serve to delay the effective date of the decision by the University

D Unadjudicated appeals to OEA upon which appeals to arbitration are based shall be heard and decided by the arbitrator prior to their hearing the case giving rise to the arbitration

33 7 Emergency Action

If the alleged misconduct by the employee constitutes a threat to the safety of other employees or damage to University property administrative leave with pay may be imposed or the employee may be immediately detailed to a new worksite

ARTICLE 34  
GRIEVANCE RESOLUTION PROCESS

34 0 Principle

Legitimate problems and differences of opinion may and will arise between the University as an employer and its employees AFSCME and the University recognize the importance of settling disagreements and misunderstandings promptly and in a manner which will promote fairness human dignity good management, and good labor management relations Toward this end it shall be the responsibility of the Employer to create and maintain a work environment wherein an employee's grievance may be freely identified presented discussed and given fair prompt consideration The University shall make every effort to settle grievances equitably and expeditiously Employees shall be assured freedom from restraint interference coercion discrimination or reprisal in seeking adjudication of their grievances

34 1 Scope of Grievance Procedure

This grievance procedure shall apply to formal complaints of employees a group of employees or the Union concerning the application of or interpretation of specific laws rules and terms and conditions of employment

34 2 General

A All time limits set forth in this Article may be extended by mutual consent but if not so extended they must be strictly observed If the grievance is not resolved by the Employer in the period provided for in a particular step then the next step can be invoked If a party fails to pursue any step within the time limits involved he shall have no further right to pursue the grievance

B The grievance shall be dated and signed by the aggrieved employee and/or the Union representative if any Written grievances must contain a factual description of the circumstances giving rise to the grievance contract article violated and relief requested

C If the Union is not a party to a proceeding under this Article then the disposition of the dispute shall not be a precedent with respect to the Union or the Agreement. A grievance which has been submitted may be withdrawn by the employee or the Union at any step of the procedure without prejudice to the position which the Union may take in handling another grievance.

D The Employer shall allow the employee and/or the employee's Union representative(s) an adequate amount of official time to present and pursue the grievance in accordance with this procedure.

E The Employer shall maintain records of the grievance once filed. The Employer, with the employee's consent, shall make the grievance record available to the Union representative (or the employee) upon request. A copy of all grievances filed at Step Two or above shall be submitted simultaneously to the University's Office of Personnel.

F Attendance at meetings shall be limited to those persons involved in the grievance, including Union representation.

G The Employer shall conduct any meetings provided for in this Article at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses where appropriate. The Employer shall hold such meetings during working hours. The Employer shall excuse, with pay, all employees who are present.

H Either the employee(s) or the Union shall, at its option, raise a grievance. If raised by the Union, the employee(s) may not thereafter raise the grievance themselves; and if raised by the employee(s), they may not thereafter cause the Union to raise the same grievance independently. Any grievance raised by the Union must identify the employee or group of employees on whose behalf it is raised.

I No recording device shall be utilized in this procedure except when mutually agreed to by both parties.

J All grievances shall be presented in writing.

K Employee(s) shall be compensated for their required participation in the grievance process outside their normal duty hours.

34 3 Representation

A Employees shall at their option be represented by the Union in processing a grievance

B The Employer's representative at Step One of the grievance procedure shall be the employee's immediate supervisor or the management official designee at the level where the grievance allegedly occurred

34 4 Procedure

The following procedure shall be the means of resolving grievances:

A Step One

Either the employee(s) and/or the Union must discuss the grievance with the supervisor within seven (7) working days of the occurrence of the alleged violation or within seven (7) working days from the date on which the employee knew or reasonably should have known of the alleged violation but in no event later than two (2) years from the date of the alleged violation. The supervisor shall attempt to adjust the matter at that time but in no event later than seven (7) working days after submission of the grievance

B Step Two

If a grievance is not settled at Step One then within seven (7) working days of the day on which the supervisor's response is due the employee(s) and/or the Union shall submit the grievance in writing to the appropriate management official at the next level with a copy to the Office of Personnel. Upon receipt of a grievance the management official or his designee shall schedule a meeting with the parties on the grievance and shall render a written response to the employee and the Union within seven (7) working days

C Step Three

If a grievance is not settled at Step Two then within seven (7) working days of the day on which the management official's response is due the employee(s) and/or the Union shall submit the grievance in writing to the appropriate management official at the next level. Upon receipt of a grievance the management official or his designee shall schedule a meeting with the parties and shall render a written response to the Union and to the employee within seven (7) working days

D Step Four

If the grievance is not settled at Step Three the employee and/or the Union may submit the grievance in writing within seven (7) working days from the date the response was due at the third step stating areas of dissatisfaction and further relief desired. The President or his or her designee shall schedule a meeting with the parties on the grievance within seven (7) working days after the receipt of the grievance. The President or his or her designee shall issue a written response to the employee and the Union within seven (7) working days. However the parties by mutual agreement may dispense with the meeting at this step. In such case the President or his or her designee shall issue a written response within seven (7) working days after the agreement not to meet.

E Step Five

Appeal of the decision at Step Four above shall be as follows:

1 Grievances involving terms and conditions of employment and alleging a violation of the terms of this Agreement shall go to arbitration as set forth below:

a Within twenty (20) working days of the decision at Step Four the Union may invoke arbitration by submitting a written request to the American Arbitration Association for seven (7) impartial persons qualified to act as arbitrators. The Union shall send a copy of the request to the Employer in which there is stated precisely the specific provision(s) of the Agreement involved.

b Within seven (7) working days after receipt of the list the parties shall meet. If they cannot mutually agree upon one (1) of the listed arbitrators then the Employer and the Union shall each strike one of the arbitrator's names from the list of seven (7) and will repeat the procedure. The remaining person shall be the duly selected arbitrator.

c The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to submit more than one (1) grievance. He shall not be bound by formal rules of evidence. He shall be bound by and must comply with the terms of this Agreement. He shall have no power to delete or modify in any way any of the provisions of this Agreement. He shall have the power to make appropriate awards. The arbitrator shall have no authority to reverse the following actions by the University but shall have authority to remand such actions for violations of applicable procedure: (1) Termination of a temporary promotion within a maximum period of two years.



which returns the employee to the position from which the person was temporarily promoted or reassignment of an employee to a different position that is not at the lower grade or level than the position from which temporarily promoted; (2) Non adoption of a suggestion; (3) Disapproval of a discretionary cash or recognition award; or (4) the non selection for promotion or appointment from a group of duly certified qualified candidates. The arbitrator is not within the jurisdiction of the Board of Trustees. The arbitrator shall have no authority to alter the substantive content of any resolution policy or procedure of the Board of Trustees but shall have the authority to limit the adverse impact of such resolutions policies or procedures.

2 Grievances involving terms and conditions of employment and alleging violations of other than this Agreement shall go to the D C Office of Employee Appeals (OEA) and shall be filed within fifteen (15) days of the University's final decision as required by OEA regulations.

3 The parties may by mutual written agreement allow appeal to OEA or by arbitration where the opposite is required by the above provisions. Such agreement must be in writing and signed by duly authorized representatives of the Union and the University.

4 At each step of the grievance after Step One the employee shall state in writing his/her reason(s) for dissatisfaction with the decision at the previous level.

#### 34 5 Decisions

At each step of the grievance procedure the appropriate University official shall issue a decision within the specified time. All grievance responses shall be in writing and shall include a specific finding on each claim for relief and state the reasons therefor.

#### 34 6 Arbitration

The arbitrator's award shall be final and binding provided that it does not contradict applicable statute.

### ARTICLE 35 GENERAL PROVISIONS

#### 35 0 Gender Reference

All references to employees in this Agreement designates both sexes and whenever the male or female gender is used it shall be construed to include male and female employees.

35 1 Work Rules

The University agrees that proposed new work rules and revision of existing work rules shall be subject to consultation

35 2 Career Ladders

AFSCME and the University shall develop through the Labor Management Consultation Committee an upward mobility program. The establishment of career ladders shall be a subject of the Consultation Committee meetings

35 3 Job Descriptions

a Upon request employees shall be provided their official job description

b Employees shall be notified when job descriptions are updated

c If a phrase such as other duties as assigned is contained within a job description it shall mean only those other duties directly and reasonably related to the critical functions of the position

35 4 Position Reclassification (Desk Audits)

a A position description should be rewritten whenever a supervisor makes significant changes in an employee's major duties and responsibilities. A determination whether the significant changes in an employee's major duties and responsibilities warrant reclassification will be as a result of an employee desk audit conducted by a Position Classification Specialist

b An employee through the supervisor may request a desk audit. Such desk audit must be conducted within thirty (30) days and a new Position Description and Reclassification if warranted be completed within sixty (60) days

35 5 Mass Relocations

Except for emergency health and safety protection the University agrees not to mass transfer or to relocate any organizational unit or group of employees without first consultation with AFSCME concerning the steps to be taken in order to prevent adverse working condition impact

35 6 Transfers and Reassignments

Transfers and reassignments requested by employees to positions in the same classification within the University may be effected by mutual agreement

35 7 Temporary Detail

Official Personnel action must be completed prior to an employee being detailed to another position. The Personnel action must specify the period of time of the detail and the salary shall be commensurate to the detailed position.

Employees on detail to a higher grade shall be temporarily promoted and receive pay for the higher position. Employees on detail to a lower grade position shall maintain the pay for their original position. This provision shall not apply to employees detailed to training programs.

35 8 Parking

Employees purchasing parking tickets from the University for an academic year (both Fall and Spring Semester) will get a 5% discount from the cost of purchasing if purchase is made prior to the start of the Fall Semester. Summer parking fees will be assessed separately and will not be subject to the discount.

35 9 Manning Charts

All manning charts and appropriate records in Personnel shall accurately reflect employee(s) classification.

ARTICLE 36  
DISTRIBUTION AND PRINTING

36 0 Distribution

Both parties shall be responsible for the dissemination of this Agreement to its own constituent group. The Employer agrees to provide the Union with sufficient copies of this Agreement within thirty (30) days.

36 1 Printing

The cost of printing this Agreement shall be borne entirely by the Employer.

ARTICLE 37  
STRIKES AND LOCKOUTS

37 0 Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement

37 1 Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement

ARTICLE 38  
SAVING CLAUSE

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

ARTICLE 39  
DURATION

This Agreement shall be effective as of the 3 day of AUGUST 1988 and shall remain in full force and effect until the 30 day of September 1990 It shall be renewed for an additional six (6) month period thereafter unless either party shall notify the other in writing not more than ninety (90) days nor less than sixty (60) days prior to the termination date stated above that it desires to modify this Agreement In the event such notice is given negotiations shall begin not later than thirty (30) days prior to the anniversary date This Agreement shall remain in force and be effective during the period of negotiations and until a new Agreement becomes effective







NEGOTIATING TEAMS

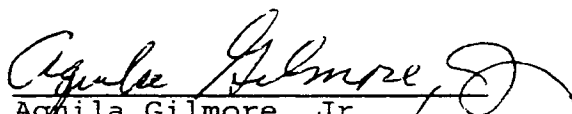
AFSCME Local 2087


UDC

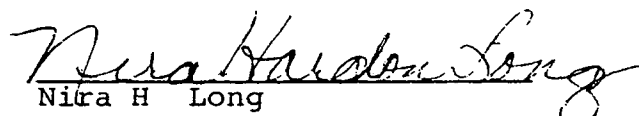
Cornelius E Brown III  
Mary Ann Banta  
William W Barnes  
L Jean Carper  
Beverly B Gurley  
Lionel R Hope  
Garland A King Sr  
Juanita Ladson  
Shirley Ann Massey  
LaValle E Perkins  
Pamela Pinnock (AFSCME Int 1)  
Jeanie A Royal  
Patricia E A Seifu

Aquila Gilmore Jr  
Gilbert A Downing  
Joseph A Julian III  
W Sue Reddick


FOR THE UNIVERSITY:

  
Aquila Gilmore Jr  
Chief Negotiator

  
Rafael L Cortada  
President

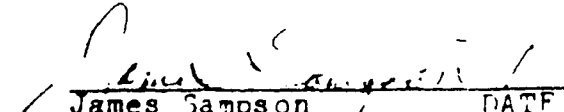
  
Nira H Long  
Chairman of the Board

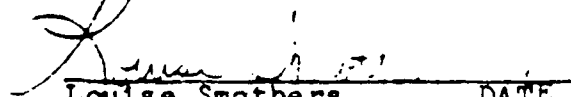
FOR THE UNION:

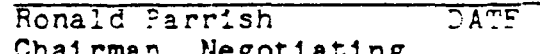
  
Cornelius E Brown III  
Chief Negotiator and  
President Local 2087

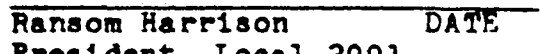
Signed and dated this 3 day of August 1988.



  
James Sampson DATE  
Negotiator Laborers  
International Union of North  
America

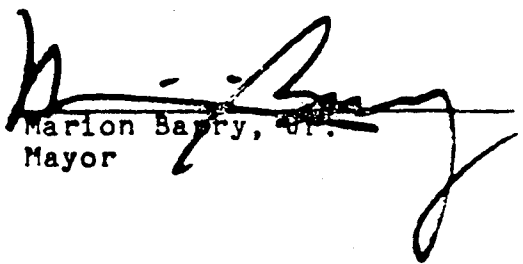
  
Louise Smothers DATE  
President Council 211  
American Federation of  
Government Employees

  
Ronald Parrish DATE  
Chairman Negotiating  
Committee, Council 20  
American Federation of State  
County and Municipal Employees

  
Ransom Harrison DATE  
President, Local 2091  
American Federation of State  
County and Municipal Employees

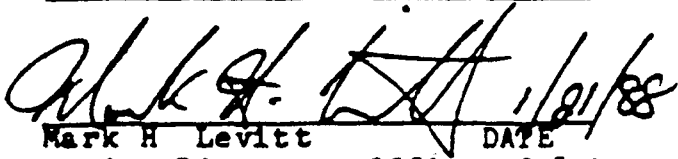
APPROVAL

This Compensation Agreement between Compensation Units 1 and 2 and the District of Columbia Government dated JAN 21, has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (D C Code, Section 1-618 15 (1987 Repl )) and is hereby approved this 1st day of April, 1988

  
Marion Barry, Sr.  
Mayor

On this 21<sup>st</sup> day of January, 1988, and witness thereto the parties hereto have set their signature

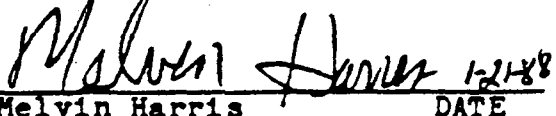
FOR THE DISTRICT OF COLUMBIA



Mark H. Levitt DATE  
Acting Director, Office of Labor Relations and Collective Bargaining



Robert A. McDowell DATE  
Acting Deputy Director, Office of Labor Relations and Collective Bargaining

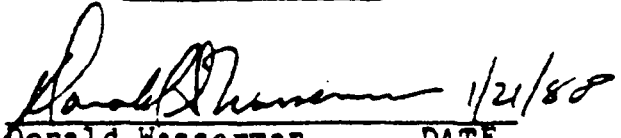


Melvin Harris DATE  
Principal Labor Relations Officer, Office of Labor Relations and Collective Bargaining

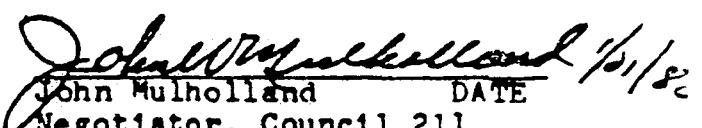


Donald H. Weinberg DATE  
Consultant to the Office of Labor Relations and Collective Bargaining

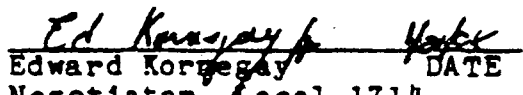
FOR THE UNIONS



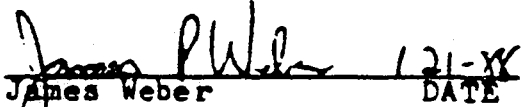
Donald Wasserman DATE  
Negotiator, Council 20 American Federation of State, County and Municipal Employees



John Mulholland DATE  
Negotiator, Council 211 American Federation of Government Employees



Edward Korogay DATE  
Negotiator, Local 1714 International Brotherhood of Teamsters



James P. Weber DATE  
Negotiator, International Brotherhood of Police Officers/National Association of Government Employees



Joseph Cooke DATE  
Negotiator, Local 2336 Communications Workers of America

ARTICLE XIII  
GRIEVANCES

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those agreements to consider alleged violations of this Agreement

ARTICLE XIV  
SAVINGS CLAUSE

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

ARTICLE XV  
DURATION

This Agreement shall be implemented as provided herein in accordance with the negotiated Groundrules agreed to by the parties on August 7, 1987, subject to the appropriate provisions of Sections 1-618 15 and 1-618 17 of the D C Code (Volume 2, 1987 Replacement) This Agreement shall remain in full force and effect through September 30, 1990

Section 3:

It is further agreed that such plan(s) whether negotiated or imposed by an arbitrator will not be a subject for renegotiations during the contract period Fiscal Year 1991 through Fiscal Year 1993

ARTICLE XII  
NEW UNITS

Section 1:

Notwithstanding any other provisions of this Agreement, with the exception of Section 2 of this Article, employees in bargaining units certified by the PERB and added to Compensation Units 1 and 2 after this Agreement is executed, shall not be entitled to the pay provisions of this Agreement for any Fiscal Year in which they have received a pay increase pursuant to other authority

Section 2:

However, if a new unit is certified prior to any mid-year increases contained in this Agreement, they shall be entitled to receive the contractual increase

Section 3:

Employees shall be entitled to the benefit provisions of this Agreement upon entry into the Compensation Unit

personal vehicles in the performance of their official duties shall be the rate for District Government employees who are also authorized by Management to use their personal vehicle in the performance of their official duties

Section 2:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty

ARTICLE XI  
PERFORMANCE EVALUATION PLAN/PAY FOR PERFORMANCE

Section 1:

The parties agree that there shall be established a Joint Labor-Management Committee whose purpose it is to develop and submit to the City Administrator a performance evaluation plan(s) no later than December 30, 1989. Should the Committee fail to reach agreement the parties shall submit the outstanding issues to arbitration

Section 2:

The plan(s) shall be effective at the same time as the date of the successor contract. The plan(s) can be implemented at an earlier date upon agreement of the parties (and approval by the City Administrator)

D Wage Service employees above the maximum rate of pay for RW-12 shall, at the discretion of the employer receive overtime pay or compensatory time for overtime work and shall be informed of the form of payment prior to the overtime work being performed

Section 4:

Compensatory time earned under the provisions of the FLSA shall be maintained in a FLSA Compensatory Time Bank which shall be kept separate and apart from any bank of compensatory time not earned under FLSA

ARTICLE IX  
ANNUAL LEAVE BUY-OUT

An employee who is separated or is otherwise entitled to a lump sum payment under personnel regulations of the District of Columbia Government, shall receive such payment for each hour of unused annual leave in the employee's official leave record

The lump sum payment shall be computed on the basis of the employee's hourly rate at the time of separation in accordance with such personnel regulations

ARTICLE X  
MILEAGE ALLOWANCE

Section 1:

The parties agree that the mileage allowance established for employees of the Federal Government who are authorized to use their

schedule (including schedules established under FLSA partial overtime exemption provisions) shall be overtime work for which an employee shall receive either overtime pay or compensatory time

Section 2:

Subject to the provisions of Section 3, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2x) for each hour of work for which overtime is payable

Section 3:

An employee's eligibility for overtime pay or compensatory time shall be determined as follows:

A Employees at or below the maximum rate of pay for a DS-10 shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work Such mutual agreement shall be made prior to the overtime work being performed;

B Employees above the maximum rate of pay for DS-10 shall, at the discretion of the employer, receive overtime pay or compensatory time for overtime work and shall be informed of the form of payment prior to the overtime work being performed;

C Wage Service employees at or below the maximum rate of pay for RW-12 shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work Such mutual agreement shall be made prior to the overtime work being performed; and,

Leave shall be made out listing the Application for Leave Form (DCSF-71)

4 All Personal Leave Days must be used in full-day increments within the Leave Year following the Leave Year in which they were earned and may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused Personal Leave Days.

5 Part-time employees are not eligible for Personal Leave Days as provided in this Article.

#### ARTICLE IV ADVISORY COMMITTEE ON HEALTH, LIFE AND RETIREMENT

##### Section 1:

During the contract term there is to be established a Joint Labor-Management Advisory Committee to monitor experience, collect data and make recommendations for possible inclusion in the next round of bargaining for new employees. If the Federal Government determines to investigate the advisability of consolidating the number of health insurance providers available for current Federal benefit-enrolled employees, that subject shall be deemed part of the agenda for the Advisory Committee.

##### Section 2:

The composition of the Advisory Committee is to be based on those Unions representing employees in Compensation Units 1 and 2 and a like number representing Management. However, the parties



1 Effective for the Leave Years of 1988 1989 and 1990 a full-time employee who is in pay status for the Leave Year shall accrue:

- a Three (3) Personal Leave Days for utilizing a total of no more than two (2) days of accrued sick leave
- b Two (2) Personal Leave Days for utilizing a total of more than two (2) but no more than four (4) days of accrued sick leave
- c One (1) Personal Leave Day for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave

2 Employees in a non-pay status for no more than two (2) pay periods for the Leave Year shall remain eligible for Personal Leave under this Article Sick leave usage for maternity and catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for Personal Leave under this Article

3 Personal Leave Days shall be selected by the employee and requested at least three (3) full work days in advance of the leave date The employee's supervisor shall approve such Personal Leave requests unless staffing needs or workload considerations dictate otherwise If the request is denied, the employee shall request and be granted a different day off of his/her choice within one (1) month of the requested date Requests for Personal

ARTICLE VI  
PAY FOR STANDBY AT HOME

Section 1:

To the extent the Fair Labor Standards Act (FLSA) is not applicable, an employee required to standby at home at the direction of the Employer shall be compensated at a rate of twenty-five percent (25%) of his/her basic rate of pay for each one (1) hour that the employee is required to remain on standby at home and is not performing his/her normally assigned duties

Section 2:

The employee's schedule must specify the hours during which he/she shall be required to remain on call

ARTICLE VII  
CALL-BACK OVERTIME

A minimum of four (4) hours of overtime work shall be credited to any unit employee who is called back to perform unscheduled overtime work either on a regular work day after he/she had completed his/her regular work schedule and left his/her place of employment, or on one (1) of the days he/she is off duty in accordance with existing policies

ARTICLE VIII  
OVERTIME/COMPENSATORY TIME

Section 1:

Hours of work authorized in excess of eight (8) hours in a pay status in a day, or forty (40) hours in a pay status in an administrative work week or as otherwise provided in an alternative work

may request additional representation on the Advisory Committee by other involved employee groups

Section 3:

If the Advisory Committee agrees that a report containing recommendations is necessary, such report must be issued no later than December 30, 1989

ARTICLE V  
ADMINISTRATIVE CLOSINGS

Section 1:

A The parties to these negotiations agree that essential employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis

B The D C Office of Personnel (DCOP) shall publish an official listing of essential positions and where applicable, shall include a statement of essentiality on all future vacancy announcements Necessary adjustments to this list shall be published annually

Section 2:

Employees not designated as essential shall receive compensatory time for work performed on their regularly scheduled tour of duty when all other employees on the same tour of duty in the same work unit are excused on administrative leave

single or self/family coverage and other required enrollment information. Such rates shall not exceed those rates provided for in paragraphs 2 and 3 of this Article.

The Employer will distribute enrollment information, forms, etc (to be provided by the benefit provider) to all new employees hired during the term of this Agreement as it does with all other employee benefit programs.

6 The Employer shall not make dual premium payments for employees who are married and are both receiving optical and dental benefits. The benefit provider shall be responsible for identifying to the Employer the name of the designated employee for whom the premium is to be paid.

7 The benefit provider shall be responsible for program administration and shall bear all such administrative costs.

8 The provisions of this Article shall become effective no earlier than the pay period following the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

ARTICLE III  
PERSONAL LEAVE INCENTIVE PROGRAM

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide Personal Leave Days in accordance with the following:

subject to approval by a joint labor-management committee. The parties shall meet to develop procedures ("Implementing Instructions") to implement these benefit programs which shall be binding on the benefit provider(s). The Employer shall be held harmless from any liability arising out of the implementation and administration of the optical and dental plans. Implementation of the benefit programs shall begin after selection of the provider(s) by the Union(s), approval by the joint labor-management committee and execution of Implementing Instructions.

5(a) The Union shall have six (6) pay periods from the pay period following the completion of the selection requirements, etc contained in paragraph 4 above (but no earlier than the date of Council approval) to distribute forms and enroll all unit employees. The benefit provider for dental services shall be responsible for identifying to the Employer, after enrolling the unit employees, the names and number of employees to be carried under individual and family status. During this period the District shall pay to the approved benefit provider(s) the premium of: \$12.60 per month per employee for a combined single and self/family dental coverage; and, \$5.00 per employee per month for optical coverage. Such dollar amount shall be remitted based on the number of unit employees in a pay status on a pay period basis.

(b) After the six pay period enrollment transition period has elapsed, the District shall only pay for those unit employees who have enrolled in the approved optical and dental plan(s) and have submitted valid forms to the Employer/benefit provider(s) indicating

for optical and dental benefits for its represented employees. However, the parties agree that the benefit provider(s) selected by each union must be "D C Based". To satisfy this requirement, a provider must:

- (a) Have administrative office(s) within the District;
- (b) Be incorporated in the District and pay franchise tax liability;
- (c) Pay District personal property tax, unemployment insurance tax and real estate tax (if applicable);
- (d) Have a majority of the medical providers located in the District; except, if a majority of employees are in facilities located outside the boundaries of the District of Columbia, the number of medical providers may be added, by mutual agreement, in direct proportion to said excess percentage of employees; and,
- (e) Maintain a District bank account.

2 The Employer agrees to pay up to \$5 00 per month as the premium for self and self/family coverage in an approved optical plan(s)

3 The Employer agrees to pay no more than \$7 00 per month in FY 1988, \$7 25 per month in FY 1989 and \$7 50 per month in FY 1990 for single coverage or up to \$14 00 per month in FY 1988, \$14 50 per month in FY 1989 and \$15 00 per month in FY 1990 for self/family coverage per participating employee in an approved dental plan(s)

4 The optical and dental plans shall be contracted for by the labor organizations subject to a competitive bidding process and

methods of increasing base salary schedules

B(1) Effective the first day of the first pay period beginning on or after April 1, 1990 the then current salary schedules may be further adjusted by a rate not to exceed two percent (2%) above the FY 1989 salary schedules

(2) Any such adjustment shall be determined based on the percentage increase above three percent (3%) in the Consumer Price Index-W (CPI-W) for the Washington, D C Standard Metropolitan Statistical Area between November 1988 and November 1989 as reported by the Bureau of Labor Statistics U S Department of Labor, subject to the following conditions and limitations:

(a) Such mid-year increase shall be in increments of 5 percent based on each full 5 percent increase in the CPI-W between November 1988 and November 1989; and,

(b) Shall be calculated on the "representative rate" of the FY 1989 salary schedule in accordance with past methods of increasing base salary schedules

Section 4:

The City's currently existing practices covering shift differentials, Sunday work differential and other forms of supplemental or premium pay are incorporated herein by reference Such practices shall remain in effect for the duration of this Agreement

ARTICLE II  
OPTICAL AND DENTAL PLANS

1 The parties agree that each Union signatory to this Agreement shall have the right to independently secure a service provider

adjusted by three percent (3%) in accordance with past methods of increasing base salary schedules

B(1) Effective the pay period which contains January 15 1989 employees who are covered by this Agreement and are in a pay status during the first pay period on or after October 1, 1988 through the pay period containing January 15, 1989, shall receive a one-time non-annualizing lump sum payment of two percent (2%) computed off the salary schedule in effect during the pay period containing January 15, 1989

(2) The lump sum payment, in the case of a part-time employee, shall be prorated based upon the employee's regularly scheduled tour of duty as contained in the central payroll system during the same period as stipulated in Section B(1) of this Article

(3) The lump sum payment shall be in addition to basic pay and shall not constitute an increase to an employee's basic pay nor shall it be construed to constitute any portion of an employee's basic pay during the year in which it is paid except for the purposes of overtime calculations as provided under the provisions of the Fair Labor Standards Act (FLSA) or other appropriate Federal statute

(4) The lump sum payment shall not be paid to a "when actually employed" (WAE) employee or any other employee who does not have a regularly scheduled tour of duty

### Section 3: Fiscal Year 1990

A Effective the first day of the first pay period which begins on or after October 1, 1989, the salary schedules in effect shall be adjusted by three percent (3%) in accordance with past



## PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing Units of employees comprising Compensation Units 1 and 2 as certified by the Public Employee Relations Board (PERB) in Case No 80-R-08, dated February 6, 1981, as amended

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of this Agreement unless by mutual consent or as provided for elsewhere in this Agreement or as required by law

## ARTICLE I WAGES

### Section 1: Fiscal Year 1988

A Effective the first day of the first pay period beginning on or after October 1, 1987, the salary schedules currently in effect shall be adjusted by \$1,000 per year or three percent (3%), whichever is greater, in accordance with past methods of increasing base salary schedules or as otherwise determined by the D C Office of Personnel

### Section 2: Fiscal Year 1989

A Effective the first pay period beginning on or after October 1, 1988, the salary schedules then in effect shall be

COMPENSATION AGREEMENT

BETWEEN THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

AND

LABOR ORGANIZATIONS REPRESENTING EMPLOYEES IN  
COMPENSATION UNITS 1 AND 2

FISCAL YEARS 1988 THROUGH 1990



APPENDIX A



## **§ 1-618 6 Employee rights**

(a) All employees shall have the right:

(1) To organize a labor organization free from interference restraint or coercion;

(2) To form join or assist any labor organization or to refrain from such activity; and

(3) To bargain collectively through representatives of their own choosing as provided in this subchapter

(b) Notwithstanding any other provision in this chapter an individual employee may present a grievance at any time to his or her employer without the intervention of a labor organization: Provided however that the exclusive representative is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the complaint Any employee or employees who utilize this avenue of presenting personal complaints to the employer may not do so under the name or by representation of a labor organization Adjustments of grievances must be consistent with the terms of the applicable collective bargaining agreement Where the employee is not represented by the union with exclusive recognition for the unit no adjustment of a grievance shall be considered as a precedent or as relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances (1973 Ed § 1 347 6; Mar 3 1979 D C Law 2 139 § 1706 25 DCR 5740 )

Section references. — This section is referred to in §§ 1-618 2 and 1-618 4

Legislative history of Law 2-139 — See note to § 1-601 1



APPENDIX B





**UNIVERSITY OF THE DISTRICT OF COLUMBIA**  
**UNIVERSITY PERFORMANCE APPRAISAL PROGRAM (UPAP)**

Name of Employee	Social Security No	Department/Division
Position Title	Pay Grade	
Supervisor Name	Rating Period	Date Issued

**PERFORMANCE PLAN AND APPRAISAL FORM**

**INSTRUCTIONS**

The University Performance Plan and Appraisal Form is used to record an employee's work performance and progress over a one-year period. It includes critical and non-critical functions, performance standards, actual achievements, and the performance rating.

There are three phases to the appraisal process: (1) Development of the plan, (2) Work progress review, and (3) Performance appraisal.

**Development of the Plan**

The immediate supervisor (Rating Official) is responsible for developing the performance plan in concert with the employee. Each phase, especially the performance standards, must be communicated to the employee (Section 1). The employee's signature means that section 1 has been discussed. The employee must be given a copy of the document.

**A. Plans must include all major and important functions of that employee. Functions should be marked critical or non-critical. Standards must express the satisfactory level of performance for each function. The above must be communicated at the beginning of the rating period. Critical functions are defined as components of an employee's job that are of sufficient importance that performance below the minimum standard required by management requires remedial action and may result in the denial of a within grade increase, removal or reduction in grade. Such action may be taken without regard to performance on other components of the job. Critical functions may be identified by the supervisor by asking some of the following questions about each performance function:**

- How much time is spent on the activity? A high percentage of time spent does not necessarily mean that the function should be designated as 'Critical' but it is a strong indicator.
- What is the impact of inadequate performance? Would inadequate performance have significant impact on the mission of the work group?
- Is there a significant consequence for errors? Could inadequate performance cause serious damage to the program or cause a significant loss of time or money?

- Does the function involve activities which are mandated by law, regulation or higher managerial priorities? Would inadequate performance result in the work unit's inability to perform these mandated activities?

Single critical and/or non-critical performance functions should be avoided.

- B. Performance standards are expressions of performance goals which are stated in terms of quantity, quality, timeliness, or other effectiveness measures. Performance standards should be achievable by a competent employee and they must be within the employee's control.**
- C. Disagreements between the supervisor and the employee regarding the contents of the performance plan may be referred to the approving official for review and recommendations. However, the decision of the supervisor is final. Identification of job functions and performance standards are not grievable. (If a review by the approving official is made, he/she should sign Item 5, Section 1.)**

**Progress Review Phase**

Progress reviews may be conducted at any time during the performance appraisal period and may be initiated by either the rating official or the employee. One progress review meeting is required. A formal progress review must be initiated and conducted by the rating official within 30 days of the semi-annual point of the appraisal period.

The purpose of the progress review is to discuss the employee's success in meeting the performance standards and the need for changes in either the functions or performance standards if duties, priorities, resources or work unit objectives have changed.

**THE PERFORMANCE PLAN MAY BE CHANGED AT ANY TIME DURING THE PERFORMANCE PERIOD IF IT NO LONGER REFLECTS CURRENT REALITIES. IT SHOULD NOT BE CHANGED SIMPLY BECAUSE THE EMPLOYEE IS NOT PERFORMING UP TO STANDARD. ANY CHANGE MUST BE INITIALED BY BOTH PARTIES.**

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SECTION I PERFORMANCE PLAN

Item 1: JOB FUNCTION	Item 2: (C) CRITICAL (N/C) NON-CRITICAL	Item 3: PERFORMANCE STANDARD

ITEM 4: PERFORMANCE PLAN : ACKNOWLEDGED

Rating Official: (Signature) \_\_\_\_\_

Date: \_\_\_\_\_

Employee: (Signature) \_\_\_\_\_

Date: \_\_\_\_\_

ITEM 5: PERFORMANCE PLAN REVIEW

Reviewing Official: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_







SECTION III-SEMI ANNUAL PROGRESS REVIEW/ FINAL ACHIEVEMENT RATING COMMENTS

Rating Official:

Employee:

Rating Official (signature)                      Date                      Employee (signature)                      Date

**SECTION IV Performance Appraisal and Rating (Instructions)**

**NOTE:** An employee must have had a ninety (90) day warning prior to the end of the current rating period if it is intended to rate that employee unsatisfactory

The rating official in preparation for the appraisal interview should: (1) determine employee's actual achievements and enter them on the performance plan (2) review the purpose and objectives of a performance appraisal, (3) be aware of and minimize any personal biases and subjectivity concerning the employee and (4) not confuse performance with personality

Actual accomplishments are compared to agreed upon performance standards (Section II Item 1 to Section I Item 3) A rating for each performance standard is entered in Section II, Item 2 The levels of performance are: Exceeded Met

Not Met Based on the rating given each performance standard the official assigns a rating to each job function (Section II Item 3) The job function rating levels are the same as the performance standard rating levels However there are different definitions and criteria:

Exceeded Most performance standards rated exceeded with none below met  
 Met All performance standards rated at least at level "Met"  
 Not Met One or more standard rated "Not Met"

Based upon the ratings assigned to the job functions and applying the prescribed formula an overall rating is recommended by the rating official as defined in Section IV Item 1 The employee and the rating official should sign the appraisal portion of the plan The employee's signature DOES NOT signify agreement with the rating It does certify that the items were discussed Should the employee disagree with the rating a written response must be submitted within five working days the approving official (the supervisor's supervisor)

All ratings of 'unsatisfactory' or 'outstanding' must be supported by a comprehensive written justification Comprehensive means at least two typewritten pages The rating official will forward all completed appraisal documents to the approving official in accordance with published schedules The approving official will review the completed appraisal documents and the employee's comments and will assign the final overall rating A copy of his/her completed appraisal document will be provided to the employee Final level of achievement ratings may be grieved under applicable Administrative Personnel Policy procedures or the AFSCME Agreement but not both

**ITEM 1: RATING DEFINITIONS**

- Outstanding: Exceeds standards for all critical and all non-critical functions
- Excellent: Exceeds standards for all critical and none below met in non-critical functions
- Satisfactory: Meets the standard for all critical and most non-critical functions
- Marginal: Fails to meet established standards for one critical function
- Unsatisfactory: Fails to meet established standard for more than one critical function

**ITEM 2: Recommended Summary Rating**

Outstanding  Excellent  Satisfactory  Marginal  Unsatisfactory

Rating Official (signature)                      Date                      Employee (signature)                      Date

**ITEM 3: FINAL RATING**

Outstanding  Excellent  Satisfactory  Marginal  Unsatisfactory

Approving Official - Rating Official's Supervisor (signature)                      Date





**COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA GOVERNMENT**

**AND**

**COMPENSATION UNITS 1 AND 2**

**Effective October 1, 2006 – September 30, 2010**

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## **PREAMBLE**

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing units of employees comprising Compensation Units 1 and 2, as certified by the Public Employee Relations Board (PERB).

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as required by law.

## **ARTICLE 1**

### **WAGES**

#### **SECTION A: FISCAL YEAR 2007:**

Effective the first day of the first full pay period beginning on or after October 1, 2006, the salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employee Relations Board shall be adjusted by three percent (3.0%) in accordance with past methods of increasing base salary schedules.

#### **SECTION B: FISCAL YEAR 2008:**

Effective the first day of the first full pay period beginning on or after October 1, 2007, the salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employee Relations Board shall be adjusted by three point two five percent (3.25%) in accordance with past methods of increasing base salary schedules.

#### **SECTION C: FISCAL YEAR 2009:**

Effective the first day of the first full pay period beginning on or after October 1, 2008, the salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employee Relations Board shall be adjusted by four percent (4.0%) in accordance with past methods of increasing base salary schedules.

**SECTION D: FISCAL YEAR 2010:**

Effective the first day of the first full pay period beginning on or after October 1, 2009, the salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employee Relations Board shall be adjusted by four percent (4.0%) in accordance with past methods of increasing base salary schedules.

**ARTICLE 2**

**METRO PASS**

Beginning the first full pay period after October 1, 2007, the District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty five (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

**ARTICLE 3**

**BONUS**

The parties agree that the Compensation and Classification Reform Task Force will recommend an appropriate amount of not less than \$300.00 but no greater than \$500.00 to be issued as a bonus to each bargaining unit employee (1) on the payroll as of April 11, 2006 and (2) also employed as of September 30, 2006. The amount to be issued as bonus will be based on available funds in the Compensation and Classification Reform Task Force budget minus outstanding obligations from FY 06 Compensation and Classification Reform Task Force projects.

**ARTICLE 4**

**PRE-PAID LEGAL PLAN**

**SECTION A:**

Effective the first full pay period on or after October 1, 2006, the Employer shall make a monthly contribution of five dollars (\$5.00) for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make monthly contributions directly to the designated provider of the legal services program.

**SECTION B:**

The plan shall be contracted for by the Union subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a

proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the Union upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

**SECTION C:**

The parties shall meet to develop procedures to implement the legal plan which shall be binding upon the benefit provider. The procedures shall include an enrollment process.

**SECTION D:**

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**SECTION E:**

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquires are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

**ARTICLE 5**

**DISTRICT OF COLUMBIA EMPLOYEE AFFORDABLE HOUSING  
TASK FORCE**

**SECTION A:**

The parties agree to establish a joint Labor-Management Affordable Housing Taskforce to facilitate the purchase and/or rental of homes in the District of Columbia by employees in bargaining units covered by the Compensation Units 1 and 2 collective bargaining agreement. Pursuant to the DPM, Part 1, Chapter 3 § 301, the District provides A preference for District residents in employment. In order to encourage employees to live and work in the District, the joint Labor-Management Affordable Housing Task Force will strive to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Task Force shall work with other

government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for District employees, who have worked for the District government for at least one year.

1. During fiscal year 2008, the District shall invest the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2007, of bargaining unit employees in Compensation Units 1 and 2 toward affordable housing initiatives;

2. During fiscal year 2009, the District shall invest the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2008, of bargaining unit employees in Compensation Units 1 and 2 toward affordable housing initiatives; and

3. During fiscal year 2010, the District shall invest the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2009, of bargaining unit employees in Compensation Units 1 and 2 toward affordable housing initiatives.

Any funds set aside in Fiscal Years 2008, 2009 and 2010 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2007 – FY 2010.

## ARTICLE 6

### BENEFITS COMMITTEE

The parties agree to continue their participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2.

#### SECTION A: RESPONSIBILITIES:

The Parties shall be authorized to consider all matters that concern the benefits of employees in Compensation Units 1 and 2 that are subject to mandatory bargaining between the parties. The Parties shall be empowered to address such matters only to the extent granted by the Unions in Compensation Units 1 and 2 and the District of Columbia Government. The parties agree to apply a system of expedited arbitration if necessary to resolve issues that are subject to mandatory bargaining. The Committee may by consensus discuss and consider other benefit issues that are not mandatory bargaining subjects.

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).
4. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).
5. Discuss proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2.

**SECTION B: MEMBERSHIP**

One (1) representative from each national union comprising Compensation Units 1 and 2 shall participate as a member of the Committee.

Management shall appoint, among others, representatives from the District of Columbia Office of Personnel, Compensation and Benefits and the Office of Labor Relations and Collective Bargaining. Each party may bring specialists to speak on or clarify issues.

**ARTICLE 7**

**BENEFITS**

**SECTION A: LIFE INSURANCE:**

1. Life insurance is provided to covered employees in accordance with §1-622.01 *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees



of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional \$2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set-forth in the schedule below:

Optional Plan	Additional Coverage	Premium Amount
Option A – Standard	Provides \$10,000 additional coverage	Cost determined by age
Option B – Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C – Family	Provides \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

Employees must contact their respective personnel offices to enroll or make changes in their life insurance coverage.

**SECTION B: HEALTH INSURANCE:**

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advance request.

#### **SECTION C: OPTICAL AND DENTAL:**

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

#### **SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM**

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short-Term Disability Insurance Program, which provides for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement

benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

**SECTION E: ANNUAL LEAVE:**

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

3. Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

**SECTION F: SICK LEAVE:**

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

**SECTION G: OTHER FORMS OF LEAVE:**

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members

of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

**2. Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code §1-612.03(l) (2001 Edition).

**3. Funeral Leave:**

**a.** An employee is entitled to two (2) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.

**b.** For the purpose of this section "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" (as defined in D.C. Official Code § 32-701 (2001 ed.)), and related 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.

**c.** An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n)(2001 Edition).

**SECTION H: PRE-TAX BENEFITS:**

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to

existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

**SECTION I: RETIREMENT:**

**1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS):** As prescribed by 5 U.S.C. 8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

- (a) Age 55 and 30 years of service;
- (b) Age 60 and 20 years of service;
- (c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

- (a) Age 50 and 20 years of service;
- (b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

**2. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:** Employees first hired by the District of Columbia Government before October 1, 1987, who are subject to the provisions of the CSRS and determined to be:

- (a) a "law enforcement officer" within the meaning of 5 U.S.C. § 8331(20)(D);  
and
- (b) eligible for benefits under the special retirement provision for law enforcement officers;

shall continue to have their retirement benefits administered by the U. S. Office of Personnel Management in accordance with applicable law and regulation.

**3. DEFINED CONTRIBUTION PENSION PLAN:**

Section A:

The District of Columbia shall continue the Defined Contribution Pension Plan in effect under the FY 2004 – FY 2006 Compensation Units 1 and 2 collective bargaining

agreement at Article 3, Section I, paragraph 3, through the end of fiscal year 2007, which includes:

(1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan. Employees are fully vested after five years of participation in the plan.

(3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.

(4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee

(a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)

(1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a deferred compensation component and a defined benefit component.

(2) Accordingly, the Parties agree that the JLMTAPRC is hereby established for the purpose of developing an enhanced retirement program for employees covered by the Compensation Units 1 and 2 Agreement.

(b) Composition of the JLMTAPRC

The Joint Labor-Management Technical Advisory Pension Reform Committee will be composed of six (6) members, three (3) appointed by labor and three (3) appointed by management, and the Chief Negotiators (or his/her designee) of Compensation Units 1 and 2. Appointed representatives must possess a pension plan background including but not limited to consulting, financial or

actuarial services. In addition, an independent consulting firm with demonstrated experience in pension plans design and actuarial analysis will support the Committee.

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

- Plan and design an enhanced retirement program for employees hired on or after October 1, 1987 with equitable sharing of costs and risks between employee and employer;
- Establish a formula cap for employee and employer contributions;
- Establish the final compensation calculation using the highest three-year consecutive average employee wages;
- Include retirement provisions such as disability, survivor and death benefits, health and life insurance benefits;
- Design a plan sustainable within the allocated budget;
- Draft and support legislation to amend the D.C. Code in furtherance of the "Enhanced Retirement Program."

(d) Duration of the Committee

The Committee shall complete and submit a report with its recommendations to the City Administrator for the District of Columbia within one hundred and twenty (120) days after the effective date of the Compensation Units 1 and 2 Agreement.

**SECTION J: HOLIDAYS:**

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) Emancipation Day, April 16<sup>th</sup>;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;
- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year;  
and
- (k) Christmas Day, December 25th of each year.

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

## **ARTICLE 8**

### **OVERTIME**

#### **SECTION A:**

Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hours shift or the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked a sixteen (16) hour shift (back to back) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

#### **SECTION B:**

1. Compressed schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a compressed schedule, which means (1) in the case of a full-time employee, an 80- hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

3. The purpose of this Section is to allow for authorized compressed time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty. This provision also applies to bargaining unit



employees in the Fire and Emergency Medical Services Department and the Office of Unified Communications.

**SECTION C:**

Subject to the provisions of Section D of this article, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2) for each hour of work for which overtime is payable.

**SECTION D:**

Bargaining Unit employees shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work. Such mutual agreement shall be made prior to the overtime work being performed.

**ARTICLE 9**

**INCENTIVE PROGRAMS**

**PART I - SICK LEAVE INCENTIVE PROGRAM:**

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

**SECTION A:**

A full time employee who is in a pay status for the leave year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

**SECTION B:**

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 this Article. Sick leave usage for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for incentive leave under this Article.

**SECTION C:**

Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off 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.

**SECTION D:**

All incentive days must be used in full-day increments following the leave year in which they were earned. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

**SECTION E:**

Part-time employees are not eligible for the sick leave incentive as provided in this Article.

**SECTION F:**

This program shall be in effect in Fiscal Years 2007, 2008, 2009 and 2010.

**PART II - PERFORMANCE INCENTIVE PILOT PROGRAM:**

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award. The District of Columbia government Office of Labor Management Partnerships and the District of Columbia Incentive Awards Committee may serve as resources at the request of the parties in the implementation of the pilot incentive programs within agencies.

## ARTICLE 10

### ADMINISTRATIVE CLOSINGS

#### SECTION A:

1. Emergency employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, ("FLSA"), 29 U.S.C. Sections 201, *et seq.*

2. Effective October 1, 2004, Section A.1 of the Article shall be superceded and emergency employees required to work when all other District Government employees are released for administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during an administrative closing.

#### SECTION B:

1. Emergency employees required to work when all other District Government employees are released for administrative closings shall earn compensatory time on an hour for hour basis. The determination as to whether the employee receives overtime or compensatory time will be made by joint agreement between the employee and his/her supervisor.

2. Effective October 1, 2004, emergency employees required to work when all other District Government employees are released for administrative closings, in lieu of compensation, shall earn administrative closing leave on an hour for hour basis for each hour worked during an administrative closing. The determination as to whether the employee receives compensation or administrative closing leave will be made by joint agreement between the employee and his/her supervisor.

#### SECTION C:

Each Department shall identify emergency positions. Each emergency employee shall be notified in writing of the emergency status of his/her position.

#### SECTION D:

Such employees shall make every effort to fulfill emergency duties. If due to emergency conditions an employee is unable to report for duty at the scheduled place and time, the employee will immediately notify his/her supervisor to request release from duty during the administrative closing.

## ARTICLE 11

### CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY

#### SECTION A: CALL BACK

A minimum of four (4) hours of overtime work shall be credited to any employee who is called back to perform unscheduled overtime work on a regular workday after he/she completes the regular work schedule and has left his/her place of employment.

#### SECTION B: CALL-IN

1. When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of overtime shall be credited to the employee.

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

#### SECTION C: ON-CALL

An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

The employee's schedule must specify the hours during which he/she will be required to remain on-call.

#### SECTION D: HOLIDAY PAY

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

#### SECTION E: NIGHT DIFFERENTIAL

An employee shall receive night differential pay at a rate of ten percent (10%) in excess of their basic day rate of compensation when they perform night work on a regularly scheduled tour of duty falling between 6:00 p.m. and 6:00 a.m. Employees shall receive night differential in lieu of shift differential.

**SECTION F: PAY FOR SUNDAY WORK**

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium pay is computed as an additional twenty-five percent (25%) of the employee's basic rate of compensation.

**SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES**

1. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001", Council Resolution 14-53 (March 23, 2001) and as contained in Chapter 11, section 1154 of the District Personnel Manual, "Recruitment and Retention Incentives - Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.

The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

2. **OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT RECRUITMENT AND RETENTION PROBLEMS**

Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

**ARTICLE 12**

**MILEAGE ALLOWANCE**

**SECTION A:**

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for Compensation Units 1 and 2 employees, who are also authorized in advance, by Management to use their personal vehicles in the performance of their official duties.

**SECTION B:**

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District Form to document mileage and request reimbursement of the allowance.

**SECTION C:**

Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§1-411 through 1-416 (2001 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3721).

**SECTION D:**

While the Agency may request an employee to use his/her personal vehicle, after January 1, 2002, no employee within Compensation Units 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

**SECTION E:**

Employees required as a condition of employment to use their personal vehicle in the performance of their official duties may be provided a parking space or shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties.

## ARTICLE 13

### ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

#### SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations for the District of Columbia Government shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

#### SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

## ARTICLE 14

### 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. The responsible Agency shall submit the SF-52 to the Office of Personnel within thirty (30) days upon receipt from the employee of relevant documentation.

## ARTICLE 15

### DUTY STATION COVERAGE

The Fire and Emergency Medical Services employees and the correctional officers at the Department of Corrections and the Department of Human Services who are covered under Section 7(k) of the Fair Labor Standards Act shall be compensated a minimum of one hour pay if required to remain at his/her duty station beyond the normal tour of duty.

## **ARTICLE 16**

### **GRIEVANCES**

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

Grievances concerning compensation shall be filed with the appropriate agency under the applicable working conditions agreement. When the grievance concerns issues under the Compensation Agreement that are not exclusive to a particular agency, the grievance shall be filed with the appropriate personnel authority (CFSA, MPD, UDC, DCOP or OLRCB) by whom the bargaining unit employees are employed.

## **ARTICLE 17**

### **REDUCTION IN FORCE TRAINING**

#### **SECTION A:**

The District shall provide notice of proposed reduction-in-force, and upon request by the Union, shall bargain over the impact and effects of this exercise of Management's right under §1-617.08 of the D.C. Official Code (2001 Edition).

#### **SECTION B:**

Pursuant to the Workforce Investment Act of 1998, as amended, P.L. 105-220, 112 Stat. 936, the District of Columbia provides core services geared toward finding such employment. Core services include skills assessment, job search and placement assistance and outreach services. Intensive services involve individual counseling, career planning services or short-term pre-vocational services. Training services include occupational skills training, skills upgrading, adult education or entrepreneurial training. The Department of Employment Services is available to deliver services through One-Stop Centers.

## **ARTICLE 18**

### **LOCAL ENVIRONMENT PAY**

#### **SECTION A:**

Each department or agency shall eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such



action does not overcome the hazard, physical hardship, or unusual nature of the working condition, additional pay is warranted. Even though additional pay for exposure to a hazard, physical hardship, or unusual working condition is authorized, there is a responsibility on the part of a department or agency to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or unusual working condition. The existence of pay for exposure to hazardous working conditions or hardships in a local environment is not intended to condone work practices that circumvent safety laws, rules and regulations.

#### **SECTION B:**

Local environment pay is paid for exposure to (1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity; (2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

#### **SECTION C:**

Wage Grade (WG) employees as listed in Chapter 11B, Appendix C of the DPM and any other employee including District Service (DS) employees as determined pursuant to Section 4 of this Article and Chapter 11B, Subpart 10.6 of the DPM are eligible for environmental differentials.

#### **SECTION D:**

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of Chapter 11B, Subpart 10.6 of the DPM.

#### **SECTION E:**

Employees eligible for local environment pay under the terms of this Agreement shall be compensated as follows:

1. **Severe Exposure.** Employees subject to "Severe" exposure shall receive local environment pay equal to twenty seven percent (27%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "severe" exposure:

- High Work

2. **Moderate Exposure.** Employees subject to “Moderate” exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for “moderate” exposure:

- Explosives and Incendiary Materials – High Degree Hazard
- Poison (Toxic Chemicals) – High Degree Hazard
- Micro Organisms – High Degree Hazard

3. **Low Exposure.** Employees subject to “Low” exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for “low” exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals
- Explosives and Incendiary Materials – Low Degree Hazard
- Poison (Toxic Chemicals) – Low Degree Hazard
- Micro Organisms – Low Degree Hazard

**SECTION F:**

These changes to local environment pay shall not take effect until the payroll modules of the new ASMP are implemented by the District of Columbia.

**ARTICLE 19**

**NEWLY CERTIFIED BARGAINING UNITS**

For units placed into a new compensation unit, working conditions or non-compensatory matters shall be negotiated simultaneous with negotiations concerning compensation. Where the agreement is for a newly certified collective bargaining unit assigned to an existing compensation unit, the parties shall proceed promptly to negotiate simultaneously any working conditions, other non-compensatory matters, and coverage of the compensation agreement. There should not be read into the new language any intent that an existing compensation agreement shall become negotiable when there is a newly certified collective bargaining unit. Rather, the intent is to require prompt

negotiations of non-compensatory matters as well as application of compensation (e.g., when pay scale shall apply to the newly certified unit).

## **ARTICLE 20**

### **TERM AND TEMPORARY EMPLOYEES**

The District of Columbia recognizes that many temporary and term employees have had their terms extended to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the District of Columbia and the Unions representing the employees in Compensation Units 1 and 2 agree to the following:

#### **SECTION A:**

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement which was effective through September 30, 2006, shall continue and will identify temporary and term employees whose current term and or temporary appointments extend to September 30, 2006 and who perform permanent services in District agency programs.

#### **SECTION B:**

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable law. The Union shall identify individual appointments it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

#### **SECTION C:**

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status as of September 30, 2006, and are paid from appropriated funding to the career service prior to the end of the FY 2007 – FY 2010 Compensation Agreement.

#### **SECTION D:**

Prior to the end of the FY 2007 – FY 2010 Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent

services, are in a pay status as of September 30, 2006, are full-time permanent positions, and are paid through intra-district funding or federal grant funding.

**SECTION E:**

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with the D.C. Official Code.

**SECTION F:**

District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

**SECTION G:**

A Joint Labor-Management Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. The District shall appoint an equal number of representatives. The committee will facilitate the implementation of this Article should difficulties arise in the joint labor-management committees set forth in Section A.

**ARTICLE 21**

**COMPENSATION AND CLASSIFICATION REFORM TASK  
FORCE**

The District shall set aside an amount approximately equivalent to one half percent (1/2%) of the total Compensation Units 1 and 2 payroll as of December 31 of the previous year for each year of the contract, which shall be used for classification and compensation reform. Said amounts shall be applied in the manner determined by the Joint Labor-Management Committee consistent with the provisions of Appendix A and B and Memorandum of Understanding concerning Classification and Compensation Collaborative Review" dated February 1, 2006, which shall be Appendix C of this Agreement.

The contracting parties agree that amounts hereafter designated through collective bargaining for classification and compensation collaborative review under the terms of the FY 2007 to FY 2010 Compensation Units 1 and 2 Agreement shall be accorded similar treatment for purposes of implementation. Specifically, any funds set aside in Fiscal Years 2007, 2008, 2009 and 2010 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for compensation and classification reform shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2007 – FY 2010.

## ARTICLE 22

### JOINT PETITION TO PERB

The parties agree to jointly petition PERB to establish a new compensation unit that includes all eligible employees in the Department of Corrections, Emergency Medical Services, Office of Unified Communications, Protective Services Division, the Metropolitan Police Department and Department of Rehabilitation Services.

## ARTICLE 23

### SAVINGS CLAUSE

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

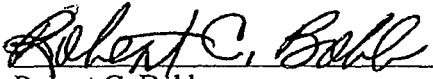
The terms of this contract supercede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein.


## ARTICLE 24

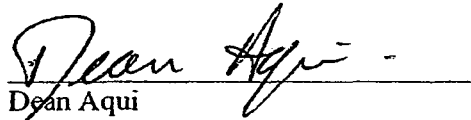
### DURATION

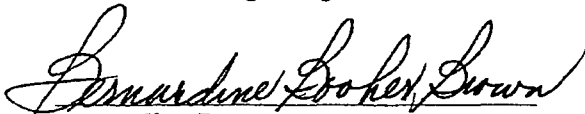
This Agreement shall remain in full force and effect through September 30, 2010. On this \_\_\_\_ day of \_\_\_\_\_ 2006, and as witness the parties hereto have set their signature.

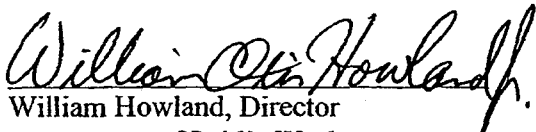
**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**


  
Robert C. Bobb  
Deputy Mayor/City Administrator

  
Natasha Campbell  
Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

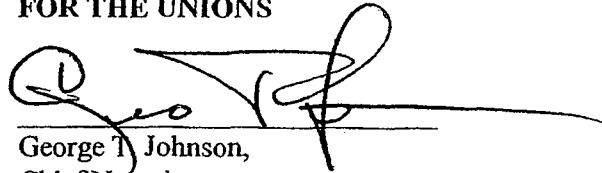
  
Dean Aqui  
Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining


  
Bernardine Brown  
Department of Health

  
William Howland, Director  
Department of Public Works

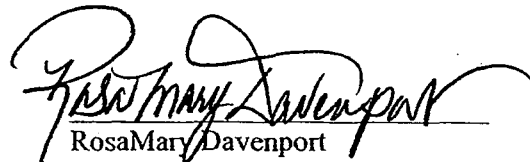
  
Bertha Guerra  
Department of Public Works

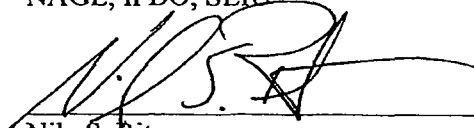
**FOR THE UNIONS**

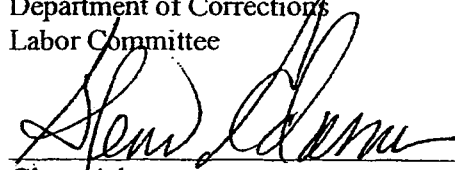
  
George T. Johnson,  
Chief Negotiator  
Compensation Units 1 and 2

  
Eric Bunn  
President  
AFGE Local 2725

  
James A. Ivey  
President  
AFSCME Local 2091

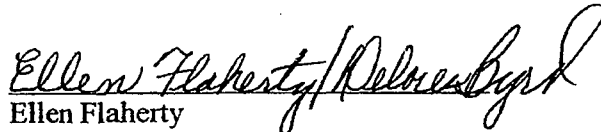
  
Rosa Mary Davenport  
National Representative  
NAGE, IPBO, SEIU

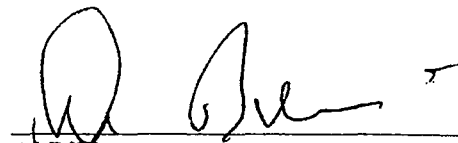
  
Nila S. Ritenour  
Chairman  
Fraternal Order of Police/  
Department of Corrections  
Labor Committee

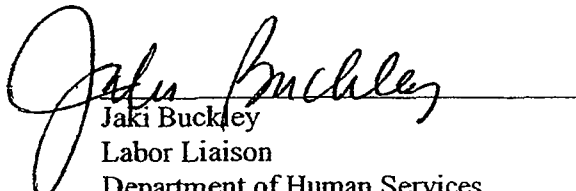
  
Glenn Adams  
Chairman  
Fraternal Order of Police/DYRS  
Labor Committee

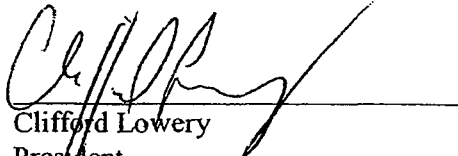
Compensation Units One and Two Collective Bargaining Agreement


Signed: \_\_\_\_\_

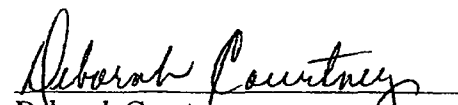
  
Ellen Flaherty  
D.C. Public Libraries

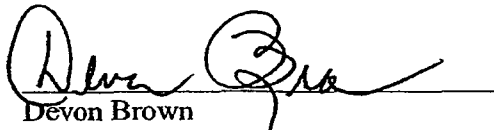
  
Al Bilik  
AFSCME  
District Council 20


  
Jaki Buckley  
Labor Liaison  
Department of Human Services


  
Clifford Lowery  
President  
AFGE Local 1975

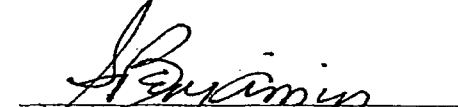
  
Kate Jesberg  
Interim Director  
Department of Human Services

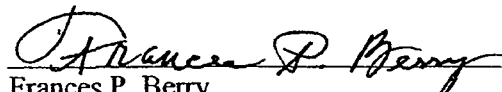
  
Deborah Courtney  
President  
AFSCME Local 2401


  
Devon Brown  
Director  
Department of Corrections

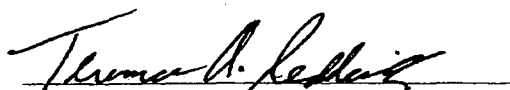
  
Brenda Featherstone  
President  
AFSCME Local 2401

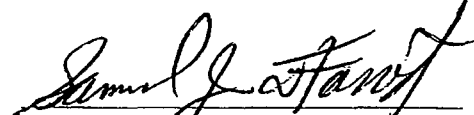
  
Kenneth Jackson  
Deputy Fire Chief  
Fire and Emergency Medical Services

  
Sheena Benjamin  
President  
AFGE Local 2776  
AFSCME

  
Frances P. Berry  
Department of Employment Services

  
Cliff Dédrick  
President  
AFSCME Local 2743

  
Terence Reddick  
Department of Parks & Recreation

  
Samuel Forrest  
President  
IBPO Local 445

Compensation Units One and Two Collective Bargaining Agreement

Signed: \_\_\_\_\_

\_\_\_\_\_  
Darlene Mansfield  
Department of Consumer  
and Regulatory Affairs

\_\_\_\_\_  
Lucinda Babers  
Department of Motor Vehicles

\_\_\_\_\_  
Rhonda K. Davis-Blackshear  
Department of Insurance &  
Securities Regulation

\_\_\_\_\_  
Bennie Van Hoose  
Office of the Chief Financial Officer

\_\_\_\_\_  
Barbara Bailey  
Department of Personnel

\_\_\_\_\_  
Patricia Higgins  
Department of Health

\_\_\_\_\_  
Paulette Hutchings  
Department of Corrections

\_\_\_\_\_  
Kenneth Lyons  
President  
AFSCME Local 3721  
AFGE Local

\_\_\_\_\_  
Antoinette White-Richardson  
President  
AFSCME Local 1808

\_\_\_\_\_  
JoAnn McCarthy  
President  
AFGE Local 2978

\_\_\_\_\_  
John Walker  
President  
AFGE Local 383

\_\_\_\_\_  
James Seawright  
President  
AFGE Local 1000

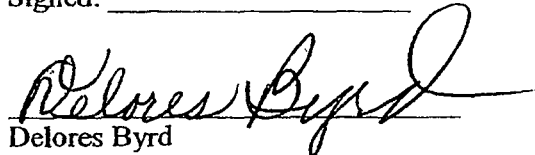
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Walter Jones  
President  
AFGE Local 2087

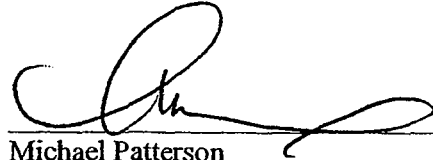
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Barbara Milton  
President  
AFGE Local 631

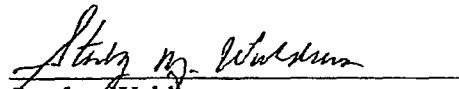


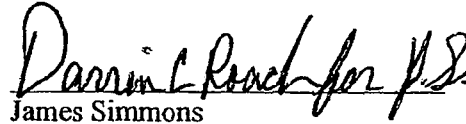
Compensation Units One and Two Collective Bargaining Agreement

Signed: \_\_\_\_\_

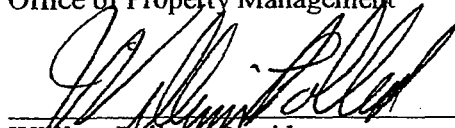
  
Delores Byrd  
D.C. Public Libraries

  
Michael Patterson  
President  
NAGE R3-05

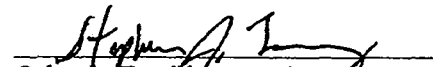
  
Stanley Waldren  
Department of Corrections

  
James Simmons  
President  
AFSCME Local 877


\_\_\_\_\_  
Troye McCarthy  
Office of Property Management

  
William Pollard, President  
University of the District of Columbia


\_\_\_\_\_  
Deborah Jackson  
President  
AFGE Local 2741

  
For Orlando Bonilla  
LIUNA, PSE 572  
Stephen J. Lanning

\_\_\_\_\_  
Michael C. Clark  
D.C. Office of Energy

  
Gail Davis-Elkins  
Office of the Corporation Counsel

\_\_\_\_\_  
Dorothy Howard  
President  
AFSCME Local 709

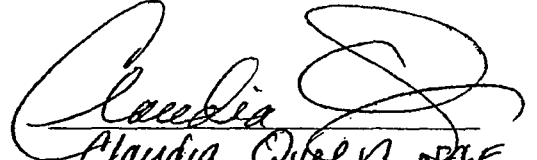
  
Earl Tasco, Jr.,  
President  
AFCME Local 2092


\_\_\_\_\_  
Andrea Anderson  
Office of Planning


Compensation Units One and Two Collective Bargaining Agreement

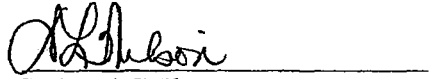
Signed: \_\_\_\_\_


\_\_\_\_\_  
Randy Gadson  
Child and Family Services Agency

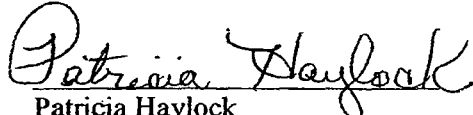
  
Claudia Queen ~~AFGE~~  
As Vice President 2078

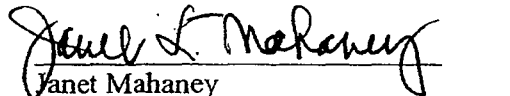
  
Clifford Mustajafa Dozier  
Department of Youth Rehabilitative Services


  
Mercedes Gillis  
1st Vice President  
Local 2725 AFGE

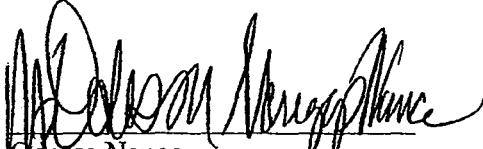
  
Deborah Wilson  
Child and Family Services Agency


  
Shirley H. Estes  
Department of Human Services  
Ex. Board


  
Patricia Haylock  
Department of Insurance,  
Securities and Banking

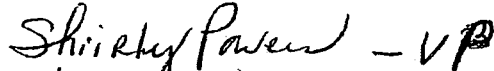
  
Janet Mahaney  
Office of the Chief Technology Officer

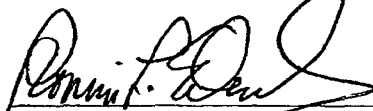
  
Helen Shandell  
AFSCME LOCAL 2401 - EB

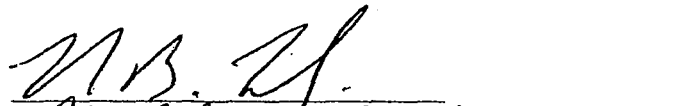
  
Odessa Nance  
Department of Motor Vehicles


  
Olaitan Kowabari  
AFSCME Local 2401 EI

  
E. Michael Latessa, Director  
Office of Unified Communications

  
Shirley Pawan - VP  
LOCAL 1200  
AFSCME

  
Ronnie Edwards  
Department of Transportation

  
ROGER B. LEGERWOOD, SEC. TREAS.  
AFSCME LOCAL 1200

  
Barry L. Carey  
V President AFSCME 2091

Robin Yeldell  
Office of Cable Television  
and Telecommunications

*Marie-Lyde Pierre-Louis*  
Marie-Lyde Pierre-Louis  
Chief Medical Examiner  
Office of the Chief Medical Examiner

*Beverly Fields*  
Beverly Fields  
Office of the Chief Medical Examiner

*Carliss C. Barnett*  
Carliss Barnett  
Office of Contracting and Procurement

*Angela Nottingham*  
Angela Nottingham  
Department of Housing  
and Community Development

*Benita Anderson*  
Benita Anderson  
Office of Property Management

*Reana Drummond-Jackson*  
Reana Drummond-Jackson  
D.C. Taxicab Commission

*Clarene Martin*  
Clarene Martin  
University of the District of Columbia

*Thomas S. Thornton*  
Thomas S. Thornton  
Commissioner  
DIBB

*Julia C. Cantow*  
DPW, Fleet  
Local 631

*James Frazier*  
Vice. pres.  
Local 631

*Elena Rocha, Vice Pres.*  
Local 631-OPM-DECA

*Elena Rocha*  
*Darrin C. Roach VP*  
AFSCME Local 877

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Compensation Units One and Two Collective Bargaining Agreement  
Signed: \_\_\_\_\_

Belinda Wiley, Chief steward  
AFGE Local 3 (8)3

Cynthia Perry  
1199 NUNHCE

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated \_\_\_\_\_, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 7<sup>th</sup> day of July, 2006.

Handwritten signature of Anthony A. Williams in cursive script.

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Anthony A. Williams, Mayor