COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2921

AFL-CIO

October 1, 2013 – September 30, 2017

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ARTICLE I: RECOGNITION: COVERAGE

Section A:

1. The DCPS recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining for employees covered by Public Employee Relations Board Certification No. 6 R008 and PERB Opinion No. 338 for Local 2921 which are defined as follows, respectively:

    a. Instructional Program Assistant Unit

    All full-time or part-time Educational Schedule employees up to and including EG-6 with the official title of Educational Aide and similar official titles whose duties according to the position description are of a supportive function to the instructional program but are neither technical, secretarial/clerical nor professional in nature. Only aides who are routinely scheduled to work for 70 or 80 hours per two-week pay cycle shall be included in this bargaining unit. The unit includes employees with the following official titles:

    Computer Lab Assistant
    Educational Therapy Assistant
    Family Service Worker
    Instructional Assistant

    b. Secretarial/Clerical Unit

    All Educational Schedule personnel classified up to and including grade EG-7, whose job responsibilities are primarily of a secretarial/clerical nature. The unit shall include central office and field employees who work full-time, i.e., a forty (40) hour work week and fifty-two (52) weeks a year, in a temporary-indefinite, probationary, or permanent status. The unit includes employees with the following official titles:

    Clerk, Accounts Maintenance
    Administrative Assistant, Typing
    Administrative Assistant Receptionist
    Braille Transcriber
    Central Office Assistant
    Central Office Assistant (Typing)
    Central Office Clerk
    Central Office Clerk (Typing)
    Certification Assistant (Typing)
    Clerk Typist
    Data Entry Clerk (Typing)
    Food Program Assistant (Typing)
    Guidance Clerk (Typing)
    Lead Payroll Technician
    Library Technician (Typing)
    Mail Clerk
    Mail Supervisor
    Assistant Mail Supervisor
    Payroll Clerk

Payroll Supervisor
Payroll Technician
Procurement Technician (Typing)
Receptionist (Typing)
Secretary (Typing)
Supply Clerk
Supply Clerk (Typing)
Supply Technician
Clerk, Time and Leave

Section B:

Exclusions: The Office of the Chancellor, Office of the Deputy Chancellor, Office of the Deputy Chancellor for Operations, Office of Teaching and Learning, Office of the General Counsel, Office of Human Capital.

Section C:

Any subsequent reclassification of any of the positions contained in either of the two occupational units enumerated in Section A of this Article shall not result in the exclusion of such position from the bargaining unit as long as the function(s) of the position remain substantially the same.

Section D:

The parties shall establish a joint committee to determine what, if any, positions or additional positions should be included in the bargaining unit(s) covered by this Agreement. The parties shall make their best efforts to agree to such matters through the committee, prior to either the Union or management filing a Unit Clarification Petition or Petition for Recognition of a new bargaining unit or any similar Petition or Complaint with the Public Employee Relations Board (PERB).

ARTICLE II: DEFINITIONS

Section A:

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

1. Chancellor – The term "Chancellor" refers to the chief executive officer of the District of Columbia Public Schools as designated pursuant to D.C. Code § 38-174.

2. Collective Bargaining – the term "Collective Bargaining" means negotiations between DCPS and the Union on matters that are subject to collective bargaining as defined by District of Columbia laws.

3. District of Columbia Public Schools – the term "District of Columbia Public Schools or DCPS" as used in this Agreement refers to the District of Columbia Public Schools and the District of Columbia Public Schools' subordinate officers, whichever is deemed appropriate.
4. Employee – the term "Employee" shall mean all employees covered by this Agreement, except that probationary employees shall not be entitled to certain provisions of this Agreement, which

are contrary to the laws and regulations of the District of Columbia and the District of Columbia Public Schools.

5. Probationary Employee – the term "Probationary Employee" means an employee who is required to serve a probationary period of one (1) year. A probationary employee shall become permanent upon the completion of twelve (12) months of continuous satisfactory service.

6. Seniority – the term "Seniority" shall mean an employee's length of continuous, satisfactory service with DCPS within the bargaining unit from the date of hire.

7. Union – The term "Union" shall mean the American Federation of State, County and Municipal Employees, District Council 20, Local 2921, AFL-CIO.

8. Note - The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations.

ARTICLE III: FAIR PRACTICES

Section A:

The District of Columbia Public Schools agrees not to interfere with the rights of the employees to become members of the Union or discriminate against any employee on the basis of membership in or association with the activities of the Union.

Section B:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion within the provisions spelled out in this Agreement.

Section C:

Employees have the right to freely join the Union, but membership in the Union shall not be required as a condition of employment.

Section D:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. It is understood that probationary employees shall not be entitled to certain provisions of this Agreement, which are contrary to the laws and regulations of the District of Columbia and the District of Columbia Public Schools.

ARTICLE IV: MANAGEMENT RIGHTS

Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction, deployment, and utilization of the skills of the employees covered by this Agreement is vested exclusively in the Chancellor.

ARTICLE V: DISCIPLINARY AND ADVERSE ACTIONS

Section A:

Disciplinary action shall be imposed as prescribed by applicable laws and regulations.

Section B:

For the purpose of this Article, discipline shall include the following:

1. Verbal Warning
2. Written Warning
3. Written Reprimand
4. Suspension
5. Discharge

Corrective Actions: Verbal warnings, written warnings, and written reprimands or suspensions of less than ten (10) days;

Adverse Actions: Suspensions for ten (10) days or more; or a reduction in grade and removal. This includes summary and non-summary actions.

Section C:

If DCPS has reason to discipline an employee, it shall be done in a manner that will not unnecessarily embarrass the employee.

Section D:

The DCPS shall not discharge an employee without cause. At the time the action is taken, the employee, and the Union will be notified in writing that the employee is subject to discharge.

Section E:

The Union, an employee, or an employee through his or her Union, shall have the right to take up a suspension or discharge as a grievance before a hearing official and the matter shall be handled in accordance with this procedure.

Section F:

Absent an appeal of an arbitrator's award, an employee found to be unjustly disciplined (and where management elects not to appeal such determination) shall be reinstated in accordance with the Opinion and Award of the Arbitrator.

Section G:

An employee may be suspended or terminated upon the first offense if the behavior or conduct is so egregious, such that continued employment would be detrimental to the efficiency and discipline of the school system or government operations; constitutes an immediate hazard to DCPS, to other District employees, or to the employee; or is detrimental to the public health, safety, or welfare.

Section H:

For suspension actions of five (5) work days or more, or discharge, absent exigent circumstances which would warrant immediate termination or suspension, an employee shall be notified in writing, with a copy to the Union, no later than ten (10) work days prior to the effective date. The notice shall include a statement of the action being taken, with reasons for the action so stated. The employee has the right to reply in writing, to all charges and to furnish any statements in support of his reply, no later than five (5) work days after receipt of written notice of the action. The decision/action (suspension, discharge, etc.) shall go into effect as stated unless, upon consideration (of the employee's reply) by the responsible official (the person proposing the action/decision) of all relevant facts, the action is to be modified, at which time the employee and the Union shall be so notified, in writing, of the modification and its effective date.

Section I:

In any circumstances in which the Employer has reasonable cause to believe that an employee's conduct is an immediate hazard to the school system, students, to the employee involved, or other employees, or is detrimental to the public health, safety or welfare, or if an employee is charged, by a competent legal jurisdiction, with a crime, the Employer shall place the employee on appropriate (i.e., administrative, enforced) leave pending complete investigation of the matter.

Section J:

Discipline will be appropriate to the circumstances, shall be primarily corrective, rather than punitive in nature and consistent with the principles of progressive discipline and applicable personnel regulations. After discovery of the incident, the investigations shall be conducted in a timely manner and discipline shall be imposed upon the conclusion of any investigation or the gathering of any required documents.

ARTICLE VI: SENIORITY

Section A: Definition

1. Seniority means an employee's length of continuous service with DCPS within the bargaining unit from the date of hire.
2. Service Computation Date means an employee's total credited service spent working for the D.C. Public Schools, District of Columbia Government, Federal Government plus time spent in military service either prior to or during employment in the Federal or District Government.

Section B: Probationary Period

1. An employee shall become permanent upon the completion of twelve (12) months of satisfactory service.

2. An employee shall lose seniority only for the following reasons:

    a. He or she resigns or retires;

    b. He or she is discharged for cause and the discharge is sustained;

c. He or she obtains a leave of absence under false pretenses or engages in employment under such a leave, except for employees who obtain leave of absence or work for the Union.

Section C: Seniority Lists

Every twelve (12) months, beginning October 1, 2013, during the term of this Agreement, DCPS will provide the Union with a list of employees in each of the units including the employee's name, work location, job title, classification and salary grade, date of hire, service computation date and current salary.

ARTICLE VII: SCHEDULES

Section A: Full-Time Employees

1. The regular work day shall consist of eight (8) consecutive hours exclusive of an unpaid thirty (30) minute, duty-free lunch period and two fifteen (15) minute breaks. Eight (8) consecutive hours within the twenty-four (24) hour period beginning at midnight shall constitute a regular work day.

2. Consistent with D.C. law, the normal work week shall consisting of five (5) consecutive eight (8) hour days, Monday through Friday inclusive. Any applicable changes in law regarding the normal work day shall be applicable to the Union, providing that the Union and employees are given advanced notice of the effective date of such change.

3. Eight (8) consecutive hours shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each shift has a regular beginning and ending time.

4. Employees shall be informed of their regular work schedule by their supervisor, either by memorandum in those units where five (5) or less employees in the bargaining unit are assigned or by posting on designated bulletin boards in those units where six (6) or more employees in the bargaining unit are assigned. Except for emergency situations, employees will be given advanced notice of ten (10) days, whenever a permanent change is made in the work schedule. Upon request, the union will be given an opportunity to discuss with management the advisability and effects of such changes.
5. Employees shall work overtime, as may be required, to meet the needs of the District of Columbia Public Schools except in those instances where an employee presents acceptable reason for not working such overtime.

6. Any employee who is regularly scheduled to report for work, and who presents herself/himself for work as scheduled, except for scheduled overtime, shall be assigned to at least four (4) hours of work.

7. A minimum of two (2) hours of overtime at the rate of time and one-half (1 ½) shall be credited to any employee who is called back to perform unscheduled overtime work either on a regular work day, after he or she had completed her regular work schedule and left his or her place of employment or on one of the days when he or she is off duty.

8. DCPS shall comply with the terms of the Fair Labor Standards Act in awarding overtime to union members. Hours of work 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 overtime

pay unless the employee has used unscheduled leave during the eight (8) hour shift or the forty (40) hour work week.

9. This Article is intended to define the usual hours of work and shall not be construed to limit the flexibility of work schedules.

Section B: Part-Time Employees

1. The regular work day shall consist of not less than six (6) hours exclusive of an unpaid thirty (30) minute, duty-free lunch period and two breaks, prorated by the number of hours worked by the employee, i.e., 7/8 or .875 for 7 hour employees. Work hours will be consecutive and within a twenty-four (24) hour period beginning at midnight, which shall constitute the regular work day.

2. The normal work week shall consist of five (5) consecutive work days, Monday through Friday inclusive.

3. All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular beginning and ending time.

4. Employees shall be informed by their supervisor of the regular work schedules. Except for emergency situations, employees will be given advanced notice of at least ten (10) days whenever a permanent change is made in the work schedule. Upon request, the Union will be given an opportunity to discuss with management the advisability and effects of such changes.

5. Employees shall work overtime, as may be required, to meet the needs of the District of Columbia Public Schools except in those instances where an employee presents acceptable reason for not working such overtime.

6. This Article is intended to define the usual hours of work and shall not be construed to limit the flexibility of the work schedules.

7. Any employee who is regularly scheduled to report for work, and who presents himself or herself for work as scheduled, except for scheduled overtime, shall be assigned to at least a half-day's work prorated by the employee's regular work day schedule (four (4) hours for full time, three hours thirty minutes (3:30) for seven (7) hour employees).

8. A minimum of one quarter (¼) day work shall be credited to any employee who is called back to perform unscheduled work either on a regular work day, after he or she had completed his or her regular work schedule and left his or her place of employment, or on one of the days when he or she is off duty. Overtime, at the rate of time and one-half (1 ½) shall be paid for all such hours worked over eight (8) hours on a regular work day, or over forty (40) hours worked during a normal work week.

ARTICLE VIII: LEAVE

Section A: Annual Leave

1. An employee whose current appointment is for ninety (90) days or more is entitled to earn annual leave beginning with the first full pay period of employment. The employee, however, must be employed for a full bi-weekly period to earn leave for that period. If an appointment is for less

than ninety (90) days, the employee is not entitled to annual leave until after being employed for a continuous period of ninety (90) days under successive appointments without a break in service. When the employee has served a total of ninety (90) days from the date of the initial appointment, he or she is entitled to retroactive credit for the leave that was earned during the period from the date of initial appointment to the date of the extension of the appointment.

2. Employees earn annual leave with pay, in any calendar year, exclusive of Saturdays, Sundays, and holidays in accordance with the Rules of the DCPS as contained in Title 5-E, Section 1201.1 of the District of Columbia Municipal Regulations.

    a. Full-time employees with less than three (3) years of creditable service shall be credited one hundred four (104) hours or thirteen (13) days of annual leave per year.

    b. Full-time employees with three (3) or more years but less than fifteen (15) years of creditable service shall be credited one hundred sixty (160) hours or twenty (20) days of annual leave per year.

    c. Full-time employees with fifteen (15) or more years of creditable service shall be credited two hundred eight (208) hours or twenty-six (26) days of annual leave per year.

    d. Part-time employees with regular pre-scheduled tours of duty shall be credited annual leave at the rate of one (1) hour for each twenty (20) work hours per pay period.

3. Applications for annual leave shall be submitted by the employee on the appropriate form provided by DCPS, to his or her immediate supervisor. Annual leave must be authorized in advance and before it is started, by the leave approving official. When requesting emergency leave, an employee must notify and state the reason(s) to the leave approving official, or his or her designee, during the first hour of the employee's tour of duty. If the leave request is disapproved, the reason(s) shall be given to the employee in writing.

4. Employees should be granted annual leave in all cases of personal emergency, unless a legitimate emergency does not exist and, therefore, the employee's request for leave was made in bad faith.

Section B: Request for Unscheduled Leave

1. Applications for vacations of one (1) week or more shall be submitted at least four (4) weeks in advance of the beginning date of the vacation. Every effort will be made to grant employees leave during the time requested provided that operations shall not suffer. In instances where the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts being resolved first by conferences with the affected employees and ultimately by the application of seniority.

2. Employees on vacation shall not be subject to callback except in case of emergency.

3. Employees are entitled, upon separation, to a lump sum payment for accumulated annual leave. This lump sum payment may not exceed the amount established by law.

Section C: Sick Leave

1. Employees earn thirteen (13) days of sick leave a year. Sick Leave shall be credited to employees on the basis of one-half (1/2) the tour of duty for each full-biweekly pay period.

2. Any employee who becomes sick or disabled to the point that he or she is unable to do his or her job or has a scheduled medical or dental appointment shall be permitted to use accumulated sick leave with no loss of pay, in accordance with applicable DCPS rules. Requests for sick leave for medical or dental appointment must be made by the employee to his or her immediate supervisor as soon as the appointment is known to the employee. If an employee cannot report for work, due to illness, he or she shall notify his or her leave approving official/designee during the first hour of the employee's tour of duty. Employees may be required to submit medical documentation, for any period of absence.

3. Employees shall be credited for unused sick leave by having sick leave counted for retirement in accordance with applicable laws and regulations.

4. All employees covered by this Agreement, who are on active duty with the District of Columbia Public Schools, are eligible to participate in the Sick Leave Bank.

5. Employees must contact their supervisor every day for the first three days of using sick leave.

Section D: Leave Without Pay

Any request for leave without pay shall be submitted in writing, on the appropriate form provided by DCPS, by the employee to his or her immediate supervisor. The employee shall state the reason for the request and the length of time off he or she desires. Any request for leave without pay shall be answered within a reasonable time after the request is submitted and with consideration for when the requested leave is to begin. If the request is denied, the employee shall be informed in writing of the reason(s) for the denial.

Section E: Union Business

Consistent with D.C. Code § 1-612.03(p), employees elected to any Union office or selected by the Union (not to exceed three (3)) to do work which takes them from their employment with DCPS may be granted a leave of absence without pay not to exceed a period of one (1) year. Such leave may be extended for one (1) additional year. Employees on leave without pay status to do Union work shall continue to accrue seniority during this period.

Section F: Education

1. After completing one (1) year of service, any permanent employee, upon written request may be granted a leave of absence without pay up to but not to exceed a period of one (1) year for educational purposes.

2. Such written request shall include a plan of the educational work to be undertaken during the period of such leave of absence and shall be subject to approval by the DCPS. If the request is denied the employee shall be informed, in writing, of the reason(s) for the denial. An employee shall suffer no loss in seniority status while on educational leave.

Section G: Leave of Absence

Employees shall notify the DCPS Human Resources of their desire to return to work thirty (30) work days prior to the expiration of any extended leave of absence.

Section H: Childcare Leave

Any permanent employee who becomes pregnant, and who desires to return to the employment of the DCPS at a future date, shall be granted a childcare leave of absence, such period of leave not to exceed two (2) years from last day of service. (Note: Childcare leave may be a combination of annual leave, sick leave, or leave without pay.) An employee who becomes pregnant may be permitted to continue in employment until such time as the employee and attending physician conclude that continuation of employment would be injurious to her health.

Section I: Family & Medical Leave Act

The DCPS shall comply with, and provide benefits to, bargaining unit employees as provided in the Federal Family & Medical Leave Act and D.C. Family & Medical Leave Act.

Section J: Court Duty

1. Employees shall be entitled to a leave of absence with pay, consistent with D.C. law, when they are required to report for jury duty or to appear in court as a subpoenaed witness, in their official capacity, or to respond to an official subpoena on behalf of federal, state or municipal governments. The employee shall furnish her/his supervisor with a copy of the summons within twenty-four (24) hours of receipt of the summons. Any pay received for services as a witness, shall be handled in accordance with applicable policy or law.

2. Employees excused from jury duty for a day, or a substantial portion thereof, shall report to their place of employment and perform the duties assigned for that day or portion thereof.

3. Employees shall not be entitled to pay when they appear in court in other than their official capacity.

Section K: Voting Time

Voting time will be granted in accordance with the provisions of Chapter 12, Subpart 1266.15 of the District of Columbia Personnel Manual.

Section L: Civic Duty

Employees requested, by a legislature or public body, to appear before such legislative or public body, on any matter in which they are not personally involved, shall be granted the use of annual leave upon request.

Section M: Holidays Recognized and Observed

The parties agree that holidays are not a negotiable subject for collective bargaining. However, the holidays recognized by the District of Columbia government are listed in this Agreement for convenience. They are as follows:

New Year's Day
Martin Luther King's Birthday
President's Day
Emancipation Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

Section N: Eligibility Requirements for Holiday Pay

1. Employees shall be eligible for holiday pay under the following conditions:

    a. The employee was in a pay status for eight (8) hours on the work days preceding and following the holiday;

    b. The employee would have been scheduled to work on such day if it had been observed as a holiday unless the employee is on annual leave, vacation, layoff, or sick leave and;

    c. If a holiday is observed on an employee's scheduled day off or vacation, he or she shall not be charged leave or lose pay for the unworked holiday.

Section O: Holiday Pay

1. Eligible employees shall receive holiday pay based upon their regular hourly rate of pay times the number of hours they would have normally worked on the holiday.

2. If any employee works on any of the holidays listed above, he or she shall be paid the following in addition to his or her regular rate of pay:

    a. For the first eight (8) hours, the rate of pay of each hour worked shall be the same as his or her regular rate of pay,

    b. For all hours in excess of eight (8) hours worked; the rate of pay shall be one and one-half (1 and 1/2) times his or her regular hourly rate of pay.

Section P: Military Leave

Military leave will be granted as provided under Section 1.613.3(m) of the D.C. Code and the Rules of the DCPS as contained in Title 5-E, Section 1204.1 of the District of Columbia Municipal Regulations.

Section Q: Funeral Leave

1. Three (3) days will be granted without loss of benefits and pay for the death of immediate family (mother, father, sister, brother, child or spouse). For the purpose of this section "immediate family" means the following relatives of the employee: spouse (including a person identified by an employee as his or her "domestic partner" (as defined in D.C. Official Code §32-701 (2001

edition)), and related laws, and parent 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.

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

Section R: Leave to Attend Conference

1. At the discretion of the Chancellor or his or her designee, up to three (3) days, administrative leave with pay, per year, to attend conferences, workshops, conventions, and seminars which are beneficial to the D.C. Public Schools, may be granted subject to continuity of operations. Requests for such leave shall be made fifteen (15) days in advance of the aforementioned functions. If the request is denied the employee shall be informed in writing of the reason(s) for the denial.

2. Employees who are elected to represent the Union as voting delegates at the biannual convention shall be granted annual leave upon submission of the appropriate form, to attend in their official capacity. Approval of leave is at the discretion of management and is always subject to the needs and demands of the agency.

Section S: Applicability

The provisions of this Article will apply only to employees who have acquired permanent status by the time this Agreement is ratified.

Section T: Leave Restriction

An employee may be required to submit a doctor's certificate after three (3) or more consecutive days of absence due to illness, provided, however, that the employee may be required to submit such a certificate in support of sick leave for any lesser period if his or her supervisor has reason to believe that the use of such leave has been abused.

Upon proper written notification, an employee's immediate supervisor may restrict the employee from using leave when there is reason to believe that the employee is engaging in a pattern or practice of abusing leave. This leave restriction shall be subject to review after ninety (90) days from the initial written notice to the employee.

ARTICLE IX: BULLETIN BOARDS

Section A:

1. Available space on existing D.C. Public Schools bulletin boards primarily for employee information and internal communications in locations where members of the bargaining units are employed may be used by the Union to post materials dealing with:

    - Recreational and Social Affairs of the Union
    - Union election

- Reports of the Union
- Union meeting notice

2. In the event the Union requires more bulletin board space than can be furnished by Management, upon the parties' mutual agreement, the Union may provide its own bulletin board for its exclusive use in work areas as may be mutually agreed to by the parties.

Section B:

Notices and announcements shall not contain anything of a libelous nature. The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely and in keeping with this Article. The Union agrees to immediately remove any materials in violation of this Article.

Section C:

A courtesy copy of all materials to be posted pursuant to this Article will be provided to the school officer/supervisor and to Labor Management and Employee Relations at the time of posting.

ARTICLE X: PERSONNEL RULES

DCPS shall notify, prior to the implementation/effective date, union/employees of changes to personnel rules.

ARTICLE XI: WORKERS' COMPENSATION BENEFITS

Workers' compensation will be administered in accordance with § 1-624.2 of the D.C. Code.

ARTICLE XII: SAFETY AND HEALTH

Section A:

The DCPS will maintain a safe and healthy work place.

Section B:

A representative of the bargaining unit covered by this Agreement, assigned to each D.C. Public School building, shall be a member of the building's Safety Committee. The representative shall be appointed by the Union. The Committee will meet at least quarterly. The representative may submit a written report of a safety or health hazard in the school to the administrator in charge of the school at any time. Meetings shall be held during normal working hours, and the Safety Committee representative shall not suffer loss in time or pay when absent from his or her assigned schedule of work while attending a meeting of this Committee. If the Committee representative participates in any investigation at the direction of the Committee, he or she shall suffer no loss in time or pay while participating in such an investigation.

ARTICLE XIII: ADMINISTRATIVE CLOSINGS

Section A: Emergency Personnel

1. The parties agree that when emergency employees are required to work when all other DCPS employees are released for administrative closings, any employee who is required to work shall earn compensatory time on an hour for hour basis, to include all shifts.

2. The Employer shall identify emergency positions annually. Each essential employee shall be notified of essential status of his or her position annually.

3. The Employer shall publish an official listing of essential positions and where applicable, shall include a statement of emergency status of the position on all future vacancy announcements. Necessary adjustments to this list shall be published annually.

Section B: Definition

An administrative closing is defined as a situation that causes a disruption in the operation of DCPS or a general suspension or interruption of District of Columbia operations resulting from a decision by the Mayor to close the District.

Section C:

Essential or emergency employees are those who occupy positions which are vital to public health, safety, welfare of the operation of essential facilities or functions as determined by the Chancellor. This definition of essential and/or emergency employees shall be the same for emergency closings, and administrative closings and furloughs.

ARTICLE XIV: BREAK PERIODS

The DCPS agrees to continue break periods where they exist and further agrees to, upon request, discuss needs for break periods in work situations with the Union in Labor-Management meetings.

ARTICLE XV: LABOR-MANAGEMENT MEETINGS

Section A:

The parties recognize the importance of regular communications between themselves. To this end, the Chancellor or the Chancellor's designee(s) and Union representatives, not to exceed five (5) representatives from each of the parties, shall hold regular meetings at least quarterly, during regular working hours, to discuss system-wide policies and problems relating to the implementation of this Agreement. Either party may submit times for discussion. Once a date for a meeting has been mutually agreed upon, agendas will be exchanged between the parties, at least seven (7) work days prior to the meeting. If neither party submits an agenda, the meeting shall be considered cancelled by mutual consent.

Section B:

Grievances that may be processed through the negotiated grievance procedure, contained in this Agreement, shall not be discussed as agenda items at these meetings.

ARTICLE XVI: DUES CHECK-OFF

Section A:

1. DCPS shall provide assistance to the Union and Office of Labor Relations and Collective Bargaining to facilitate the deduction of Union dues from the employee's biweekly pay upon an employee's submission of a dues deduction request to the Office of Labor Relations and Collective Bargaining. The Union shall be the only employee organization during the life of this Agreement eligible to use payroll deductions for membership dues and services.

2. The amount to be deducted shall be certified to DCPS, with a copy to the Office of Labor Relations and Collective Bargaining, in writing, by the appropriate official of District Council 20. The employee and the Union will bring errors or changes to the employee's status to DCPS promptly after discovery.

3. In keeping with the principle that employees who benefit from this Agreement should share in the cost of administration, it shall be a condition of employment that all bargaining unit employees pay either Union dues or a service fee. The amount of both dues and fees shall be established by the Union. It is agreed that service fees shall not exceed amounts permissible under applicable law. The service fee deduction provision of this Article shall become operative when the Union presents evidence that at least fifty-one percent (51%) of the employees in the bargaining unit are members of the Union.

4. The Union will notify employees in writing of their rights under *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), and related cases.

Section B: Indemnification

The Union shall indemnify, defend and otherwise hold the Employer harmless against any all mistakes, claims, demands, omissions, timely deductions made or not made, and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s), as appropriate. Should an employee pursue a claim for recovery of any monies under this Article, it shall be a matter solely between the Union and the employee.

ARTICLE XVII: GRIEVANCE AND ARBITRATION PROCEDURES

Section A: General

1. The parties jointly desire to reduce the number of grievances and to promote labor-management cooperation as a means to achieve improved service. Toward this end, it is agreed that a joint

committee will be named to stream-line the procedure and to recommend ways to harmoniously and fairly settle day-to-day problems.

2. Whenever a grievance arises that involves more than one grievant, or pertains to a condition affecting a significant number of grievants, that grievance may be initiated and processed by the Union rather than by any individual, provided that the Union secures permission from all affected grievants.

3. If the Union is not a party to a grievance, the disposition of the grievance will not be regarded as establishing any precedent.

4. No matter shall be entertained as a grievance unless it is raised by the grieving employee within ten (10) work days after the event giving rise to the grievance.

5. Once a grievance has been filed, it may not be altered except that the grievant may delete items from the grievance.

6. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. However, if a party fails to pursue any step within the time limits provided, the party shall have no further right to pursue the grievance.

7. No hearing at any phase of the grievance procedure shall be open to the public or persons not immediately involved, unless all parties agree.

8. Any hearing provided for under this Article shall be conducted during the work day and in locations accessible to all relevant parties. No witnesses shall be admitted to such hearings unless their relevance to the case has been previously established. Such witnesses shall be present at the hearing only when their personal testimony is being presented. When hearings are held during school hours, employees required to be present shall be excused with pay for that purpose.

9. No recording device shall be utilized either at Step 1 or Step 2 of this procedure. No person shall be present at any of these steps for the purpose of recording the discussion. At Step 3 of this procedure, no recording device, other than that utilized by the District of Columbia Public School's designee, shall be utilized and no person other than the District of Columbia Public School's designee shall be present for the purpose of recording the discussion.

10. In the event a witness is unable to testify in person for a Step 3 hearing or Step 4 arbitration, the Union and the District of Columbia Public Schools agree that the witness may testify remotely, using available videoconferencing technology.

Section B: Definition

1. A grievance is defined as an unsettled complaint filed by a member or the Union on behalf of its member(s) concerning any alleged violation, misinterpretation, or misapplication of any of the provisions of the Agreement. A difference or dispute not involving the meaning, application or interpretation of the terms and provisions of this Agreement shall not constitute a grievance for the purpose of this Article, but may be addressed through other appropriate administrative or legal procedures.

2. The grievance procedure shall not be available to probationary employees as defined in Title 5-E, Section 1307 of the District of Columbia Municipal Regulations, who may be terminated within their first year of employment.

Section C: Presentation of Grievances

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.

Section D: Categories of Grievance

1. Personal. A grievance of a personal nature requires the signature of the aggrieved employee at Step 2 of this procedure, even if the grievant is represented by his or her Union. In the case of an individual grievant proceeding without Union representation, the Union must be given an opportunity to be present and to offer its views at any meeting held to adjust the grievance.

2. Group. A grievance that involves a number of employees in the bargaining unit, and that may be filed at whatever step a resolution is possible.

3. Class. A grievance that involves all the employees in the bargaining unit, and that filed and signed by the Union President or designee directly at Step 3 of this procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Section F, step 2 of this procedure. The Chancellor or his or her designee shall respond in writing within ten (10) work days of receipt.

Section E: Who May Grieve

Either an employee or the Union may raise a grievance, and if raised by an employee, the Union may associate itself therewith at any time if the employee so desires. Whenever the Union shall raise or be associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, an employee may not thereafter raise the grievance himself or herself; and if raised by the employee, he or she may not thereafter cause the Union to raise the same grievance independently.

Section F: Procedural Steps

Step 1: The aggrieved employee (with or without his or her Union representative) and/or the Union shall in writing present and discuss the grievance with the employee's immediate supervisor, within ten (10) work days of the occurrence of the event giving rise to the grievance, or the date the occurrence or event becomes known to the employee or Union.
The immediate supervisor is to make a decision on the grievance and communicate the decision to the employee or to the Union, or to the representative in writing, within five (5) work days from the presentation of the grievance. If the supervisor fails to respond within five (5) work days or the employee or Union is dissatisfied with the response, s/he may present the grievance to his or her supervisor's supervisor. The supervisor's supervisor shall have five (5) work days after receiving the grievance to provide a written response. If the supervisor's supervisor fails to respond within five (5) work days or the employee or Union is dissatisfied with the response, he or she may present the grievance to Labor Management & Employee Relations (LMER).

Step 2: Within ten (10) work days of the deadline for the supervisor to respond, if the grievance is not resolved to the grievant's satisfaction or the supervisor has not responded, the grievant or the Union shall submit a signed written grievance with Labor Management and Employee Relations (LMER). This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this step and every further step shall contain:

a. A statement of the specific provision(s) of the Agreement alleged to be violated;

b. The date(s) on which the alleged violations occurred;

c. The manner in which the alleged violation(s) occurred;

d. The specific remedy or adjustment sought;
e. Authorization by the employee or Union representative, if desired;

f. The signature of the aggrieved employee or the Union representative, according to the category of the grievance.

Should the grievance not contain the required information, the grievant/Union shall be so notified in writing and granted the opportunity to resubmit the grievance within three (3) work days of such notice.

Within fifteen (15) work days of receipt of the written grievance, LMER shall conduct a meeting with the grievant for a full review of the acts relevant to the event and issue a written decision within thirty (30) work days following the meeting.

Step 3: If the grievance remains unsettled, the employee and/or Union may submit the grievance to the Chancellor, or his or her designee within 10 work days of LMER's response. The Chancellor, or his or her designee, and those s/he may further name, shall meet with the Union, and with the persons referred to in the prior grievance steps, and the Chancellor or designee shall render a decision, in writing, within ninety days of such meeting. This meeting shall take the form of a hearing, before a neutral hearing officer during the course of which all parties are afforded the opportunity to present evidence, witnesses, and arguments in support of their respective position(s). The hearing officer shall submit his or her decision to the parties and the decision is binding absent a request for arbitration by either party.

Step 4: Excepting provisions of this Agreement that are matters of policy, if either party is dissatisfied with the Step 3 decision, such party may request arbitration of the dispute in writing as follows: Within ten (10) work days from receipt of the Chancellor's response, the Union or DCPS shall advise the other party in writing whether it intends to request arbitration on the matter. Should a party request arbitration, such request shall include a statement setting forth grounds therefore consistent with step 2, to be decided by the arbitrator. Only the Union or management can submit a matter to arbitration.

Section G: Arbitration

1. Selection of an Arbitrator

   a. Within ten (10) work days from receipt of the Chancellor's Step 3 response, the Union shall request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to refer a panel of seven (7) impartial arbitrators. The request shall require the FMCS or AAA to refer only arbitrators whose primary offices are located in the District of Columbia or a contiguous jurisdiction in Virginia (Alexandria,

Arlington, or Fairfax Counties, or wholly incorporated municipalities within those counties) or Maryland (Montgomery or Prince Georges Counties, or wholly incorporated municipalities within those counties). When either party requests a panel, the FMCS or AAA shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The party requesting arbitration shall be required to bear the fees associated with the panel request and any administrative fees. After an arbitrator has been chosen in accordance with Section G(1)(b) below, the parties will return the form with the selected arbitrator noted to FMCS or AAA.

b. The parties agree to participate in the selection of an arbitrator. Upon receipt of the FMCS or AAA panel, the parties will confer within 10 days (unless mutually extended) to select one (1) of the names on the list. Each party will alternately strike a name from the panel until one (1) remains. The privilege of first strike shall be determined by a coin toss or other mutually agreeable random method.

Section H: Arbitrations Generally

1. The arbitrator shall hear and decide only one (1) grievance at each hearing.

2. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply. The arbitration will adhere to the procedure and rules of the FMCS.

3. The hearing shall not be open to the public.

4. Witnesses shall be sequestered upon request of either party.
5. Either party has the right to an official record of the hearing, or to have a verbatim stenographic record made at its own expense. The expense for the stenographic record may be shared by mutual agreement.

6. The arbitrator's award shall be in writing and shall set forth the arbitrator's finding, reasoning and conclusion within thirty (30) work days after the conclusion of the hearing, or within thirty (30) work days after the arbitrator receives the parties' briefs, if any, whichever is later.

7. Once an arbitrator has been selected, either party may provide a copy of the Grievance Article highlighting the provisions requiring the arbitrator to render his or her decision within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later, and requests that the arbitrator confirm in writing that he or she will be able to render a decision within thirty (30) days after the stated events, as required by the parties Agreement. If the arbitrator selected cannot confirm that he or she will be able to render a decision within thirty (30) days or within a reasonable time thereafter, the parties may mutually agree to select a different arbitrator.

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

9. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The Arbitrator shall confine his or her award to the issue(s) presented. The Arbitrator's award shall not conflict with any provision of applicable law.

10. A statement of the Arbitrator's fees and expenses shall accompany the award.

11. The parties shall attempt to submit a joint statement of the issues or issues to the arbitrator.

12. Witness lists shall be exchanged one (1) week before the hearing date. The parties shall make good faith efforts to exchange exhibits lists one (1) week before the hearing date.

Section I:

If the Employer does not respond within the time limit specified in each Step, the employee or the Union may invoke the next Step, treating the lack of response as a denial of the grievance. If the Union does not invoke a right to escalate the grievance within the time limit specified in each Step, DCPS may treat the lack of action as a decision not to proceed with the grievance.

Section J:

The presentation and discussion of grievances shall be conducted at a time and place that will afford fair and reasonable opportunity for both parties and their witnesses to attend. Witnesses, with information deemed relevant by the Arbitrator, shall be heard. Witness(es) shall be present only for the time necessary for him/her to present evidence. When discussions and hearings required under this provision are held during the work hours of the participants, they shall be excused with pay for this purpose.

Section K:

The parties shall provide current and accurate information and documentation to all requests for information reasonably related to the preparation and presentation of grievances.

Section L:

All requests for information and documentation shall be made to the other party at least 20 work days before the scheduled hearing.

Section M:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked unless the time period for doing so has elapsed.

Section N:

Matters not within the jurisdiction of DCPS will not be processed as a grievance under this Article.

Section O: Grievance Mediation

The parties agree that a process of grievance mediation may facilitate satisfactory solutions of grievances prior to arbitration. Therefore, on an experimental basis and when mutually agreed to by the parties, a mediator may be selected and utilized to facilitate settlements.

1. The mediator may not impose a settlement on the parties, and any settlement reached will not be precedential unless otherwise agreed to by the parties on a case-by-case basis.

2. Grievances may be combined for the purposes of mediation upon mutual agreement by the parties.

ARTICLE XVIII: CONTRACTING OUT

When contracting out of work is being considered, DCPS shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter, except in cases of emergency. In any such discussion, DCPS shall explain the reason why it is necessary to take the proposed action and the Union shall respond on the merits, including the suggestion of any alternative action, and DCPS will give due consideration to such suggestion before making a final decision. After consulting with the Union and considering the Union's alternative suggestions, if any, DCPS may proceed to contract out work.

ARTICLE XIX: COMPENSATION

Section A: Fiscal Year 2014

Effective the first day of the first full pay period beginning on or after October 1, 2013, the FY 2014 salary schedules of employees covered by this Agreement shall be adjusted by 3%.

Section B: Fiscal Year 2015

Effective the first day of the first full pay period beginning on or after October 1, 2014, the FY 2015 salary schedules of employees covered by this Agreement shall be adjusted by 3%.

Section C: Fiscal Year 2016

Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2016 salary schedules of employees covered by this Agreement shall be adjusted by 3%.

Section D: Fiscal Year 2017

Effective the first day of the first full pay period beginning on or after October 1, 2016, the FY 2017 salary schedules of employees covered by this Agreement shall be adjusted by 3%.

ARTICLE XX: OPTICAL AND DENTAL BENEFITS

Section A:

The parties agree that any provision of this Agreement requiring legislative action to permit its implementation by enactment of law or by providing the additional funds in the annual operating budget therefore, shall not become effective until the appropriate body has given approval and provided the

additional funds. Upon provision of such additional funds the following optical and dental benefits shall be provided:

1. **Optical Plan**: Effective the first pay period beginning after final approval of this Agreement, and for the remainder of the period that this Agreement remains in effect, DCPS agrees to provide the following amount for an optical insurance plan to be contracted for by the Union and approved by the joint DCPS-Union committee:

   - $150.00 per year - $5.77 bi-weekly, per participating employee, as the premium for self and family coverage.

2. **Dental Plan**: Effective the first pay period beginning after final approval of this Agreement, and for the remainder of the period that this Agreement remains in effect, DCPS agrees to provide the following amount for a dental insurance plan to be contracted for by the Union and approved by the joint Department-Union committee:

   - $10.00 dollars bi-weekly for single coverage,
   - $16.00 bi-weekly for self and family, per participating employee, in an approved dental plan.

3. There shall be a joint labor-management committee appointed to review all aspects of the plans. DCPS shall be held harmless for any liability based on the implementation and administration of the plans.

4. The benefit providers shall be responsible for program administration and shall bear all administrative costs.

5. The benefit providers shall be responsible for identifying to the DCPS, after surveying the unit employees, the names and number of employees to be carried under individual and family status. DCPS will make available to the providers appropriate records in an appropriate format to enable the provider to fulfill this requirement.

6. DCPS shall not make dual premium payments for employees who are married and are both in the bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit providers. Subject to DCPS' obligation to provide information as set out above, the benefit providers shall be responsible for identifying to DCPS the name of the designated employee for whom the premium is to be paid.

7. If, during the contract duration, DCPS contracts with a carrier that provides equal or better benefits, the Union will review its option to participate in such a program.

8. The plan shall be contracted for by the labor organization, subject to a competitive bidding process where bidders are evaluated and selected by the Union. DCPS shall have a representative who participates with the Union in the development, review and evaluation of the bid proposals. The Union agrees to expand the scope of the competitive bidding process to include the entire Metropolitan area. The Union agrees to document all activities in procuring plan contracts, and shall disclose such documentation upon request by DCPS. The Union's proposed contract with a plan provider shall be presented to DCPS for comment fourteen (14) days before the contract is executed. DCPS' comments and suggestions will be carefully considered. The DCPS-Union committee shall review employee utilization of the plan and investigate and recommend methods

to increase utilization. The committee shall be composed of two (2) representatives from the Union and two (2) DCPS representatives.

9. The plan providers shall be required to respond to reasonable requests for information submitted by the Union and/or DCPS. The Union and the DCPS shall have the right to audit all financial records and any records which relate to the expenditure of the employer-paid premiums or procurement of the plan provider contracts. DCPS shall be permitted to recover any premiums that were improperly paid, or that were paid for employees who were ineligible to receive benefits.

10. The parties shall meet to develop procedures to implement the benefit programs, which shall be binding upon the providers.

ARTICLE XXI: METRO PASS

Starting Fiscal Year 2015, DCPS shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty-five dollars ($25.00) per month for employees who purchase and use such passes to commute to and from work.

ARTICLE XXII: PRE-PAID LEGAL PLAN

Section A:

Starting in Fiscal Year 2015, DCPS shall make a monthly contribution of five dollars ($5.00) for each bargaining unit member toward a pre-paid legal services plan. DCPS 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. DCPS may present a proposed contract which shall be evaluated on the same bases as other bidders. The contract shall provide that DCPS 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 DCPS 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 carried out through bidding 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:

DCPS' 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 inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. DCPS shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

ARTICLE XXIII: UNION REPRESENTATION

Section A: Number of Representatives

1. One (1) Steward per work site, where there are members of the bargaining unit(s) covered by this Agreement, shall be recognized.

2. There shall be one (1) Chief Steward for each bargaining unit.

3. Stewards shall be designated by the Union and shall be recognized as employee representatives. The names of employees selected as Stewards and the name of other Union representatives who may represent employees shall be certified to the Office of Labor Relations and Collective Bargaining and DCPS' Labor Management and Employee Relations by the Union. The Union shall ensure that the certification to Labor Management and Employee Relations of authorized Union representatives is current at all times. Only those Stewards and other Union representatives, who have been certified, to Labor Management and Employee Relations, in writing, shall be recognized as authorized employee representatives. Stewards shall be employees of the bargaining unit of Local 2921 who have been employed by the DCPS for at least one year.

Section B: Designation of Representatives

1. The Union shall provide Management in writing with a complete list of all Union Officers and Stewards. It shall be the responsibility of the Union to notify Management of any changes in the roster of Union Officers and Stewards.

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

Section C: Advance Notice Required When Requesting Official Time

1. Representatives of the Union will be granted reasonable amounts of official time to carry out their representational duties in accordance with the provisions of this Article.

2. Official time for all Union representatives must be requested and approved in advance consistent with workload requirements except when exceptional circumstances do not allow for advance approval.

Section D: Requests for Official Time

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

Section E: Advance Notification When Visiting Work Areas

Union representatives will provide the appropriate supervisors with reasonable advanced notice of his or her desire to speak with employees in a particular work area. Upon entering a work area other than his or her own, the Union representative shall immediately advise the appropriate supervisor of his or her presence and the name(s) of the employee(s) he or she desires to visit. In the event the Union representative wishes to visit a work area but not meet with a bargaining unit member, he or she must also notify the appropriate supervisor upon arrival.

Section F: Official Time for Representational Activities

For the purpose of this Article, "representational functions" means those authorized activities undertaken by bargaining unit employee representatives on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement.

Section G: National Representatives

Management recognizes that accredited National Representatives may need access to the premises at respective agencies during working hours to conduct Union business. When access to agency premises is required by National Representative(s), reasonable advance notification must be submitted to and prior approval received from the Labor Liaison. The Labor Liaison will consult with and ensure that the appropriate supervisor of the facility to be visited is aware of the date and time of the Union National Representative's visit.

Section H:

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

Section I:

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

Section J:

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

ARTICLE XXIV: CONFORMITY TO LAW-SAVINGS CLAUSE

Section A:

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

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

Section C:

With respect to compensation articles **only**, the terms of this contract supersede any subsequently enacted D.C. laws, District of Columbia Municipal Regulations, or departmental rules concerning compensation covered herein.

ARTICLE XXV: MATTERS NOT COVERED

Section A: Agreement Supersedes Past Practices

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning matters herein.

Section B: Entire Agreement

The Agreement represents the complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement.

Section C: Changes or Amendments

1. The parties agree that neither shall be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not. Even though the subject or matter may not have been

in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntarily mutual intent of the parties in a written amendment executed in the same manner as this Agreement.

2. DCPS and Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and submit proposals with respect to any subject or matter not prohibited by law from the area of collective bargaining, and that all of the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVI: DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement shall be implemented as provided herein subject to the requirements of section 1715 of the Comprehensive Merit Personnel Act (CMPA) (Section 1-617, D.C. Code, 2001 Edition). This Agreement shall become effective as of the date of District of Columbia City Council approval. If certain provisions are found to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate legally-constituted replacement article(s) for the offensive provision(s). The Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

Section B:

The parties acknowledge that this Agreement represents the result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

Section C:

It is agreed that any request by either party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all parties mutually agree in writing during the term(s) of the Agreement that modification of the Agreement is necessary, they may modify it.

Section D:

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to DCPS' direction and control. However, when a DCPS order or regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiations.

Section E:

This Agreement shall remain in full force and effect through September 30, 2017.

ARTICLE XXVII: APPROVAL

The Collective Bargaining agreement between the District of Columbia Public Schools and the American Federation of State, County and Municipal Employees, Local 2921, dated October 1, 2013 – September 30, 2017, has been reviewed in accordance with applicable rules.

In witness thereof, the parties have executed this agreement by their duly authorized representatives this 28th day of October, 2014.

Kaya Henderson
Chancellor, DCPS

Andrew Washington
Executive Director, DC Council 20, AFSCME

Jason Kamras
Chief of Human Capital, DCPS

Michael Flood
President, AFSCME Local 2921

Dean Aqui

Calvin Cannon

Michael Levy

Natambu Elshabazz

Kaitlyn Girard

Rea Howarth

Erin Pitts

Barbara Lucas

Cynthia McFarlin

APPROVAL

This Compensation Collective Bargaining Agreement between the District of Columbia Public Schools and American Federation of State, County and Municipal Employees, Local 2921, dated September, 2014 has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978, (Section 1-617.15(a), D.C. Official Code 2001 Ed.), and is hereby approved this 7th day of October, 2014.

Vincent C. Gray

Vincent Gray, Mayor

MEMORANDUM OF UNDERSTANDING

Notwithstanding any prior agreement, effective as of the date of the last required signature to this Memorandum of Understanding and unless modified by a duly executed subsequent agreement, the District of Columbia Public Schools (DCPS) and the American Federation of State, County, and Municipal Employees Local 2921 (AFSCME), collectively "the parties," hereby agree that the following terms and conditions shall also govern their relationship.

1. Transfers
    a. Voluntary Transfer
        i. The parties agree that employees may not transfer from school to school without written consent of the principal of the receiving school. Otherwise, the parties agree that employees must submit an application for each vacant position and participate in the interview process.
        ii. Employees who voluntarily transfer to another school shall maintain their system-wide seniority upon transfer.

    b. Involuntary Transfers
        i. DCPS agrees that an employee who is involuntarily transferred shall be given at least ten (10) work days advance notice before the transfer is effective, except in those cases where the transfer must be made in less than ten (10) work days and then DCPS shall give the employee notice as soon as possible.
        ii. DCPS further agrees that the notice of transfer sent to the impacted employee shall contain the reason(s) for the transfer.
        iii. Involuntary transfers shall not be made for disciplinary reasons.
        iv. An employee who is involuntarily transferred shall carry forward his/her system-wide seniority upon transfer.

2. Work Force Changes
    a. The parties agree that an employee's status change is a proper subject for discussion at the regular quarterly Labor-Management Meetings.

3. Overtime
    a. The parties agree that employees will be paid time and one-half (1.5) of their regular hourly rate of pay for all work performed in excess of eight (8) hours in any work day or forty (40) work hours in any work week.

4. Educational Aides
    a. The parties agree that Educational Aides (formerly referred to as Paraprofessionals) may not be used as Substitute Teachers in a classroom.
    b. Utilizing agreed procedures, the parties agree to convene a Joint Study Committee to study the duties of paraprofessionals (educational aides).

5. Night Differentials
    a. Night differentials shall be paid for all regularly scheduled hours of work which are worked between 6 p.m. and 6 a.m.

This MOU shall be attached as an addendum to the Collective Bargaining Agreement between the parties effective October 1, 2013 - September 30, 2017 and shall remain in effect for the life of such contract. It shall expire automatically upon the expiration of that contract, unless the parties expressly agree in writing to extend it for any further period agreed upon between them.

FOR THE DISTRICT OF COLUMBIA

1/30/15

Kaya Henderson Date
Chancellor, DCPS

1-28-15

Jason Kamras Date
Chief of Human Capital, DCPS

FOR THE AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL EMRLOYEES LOCAL 2921

1/26/15

Andrew Washington Date
Executive Director, District Council 20

Michael Flood 1/28/15

Michael Flood Date
President, Local 2921