

COMPENSATION
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

DISTRICT OF COLUMBIA GOVERNMENT
DEPARTMENT OF GENERAL SERVICES

AND

TEAMSTERS LOCALS 639 AND 730

COVERING

WAGE GRADE EMPLOYEES

Effective April 1, 2013 - September 30, 2017

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ARTICLE I. RECOGNITION: COVERAGE

Section A

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

Section B

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

OPERATING ENGINEER UNIT (Local 730)

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

MAINTENANCE AND CRAFT UNIT (Local 639)

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

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

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

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

Section C

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

ARTICLE II. DEFINITIONS

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

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

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

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

ARTICLE III. UNIFORMS

Section A

The Agency shall provide for any employee such uniform including protective clothing or any type of protective device that the Agency requires the employee to wear as a condition of employment. Shoes, socks, or stockings, sweaters, and belts shall be furnished by the employee at his own expense. The Agency will request funds in its yearly budget for uniforms.

Section B

Maintenance and safeguarding of uniforms is the responsibility of the individual employee.

Section C

The Labor-Management Safety Committee, acting in accordance with Article XXI – Safety and Health - will make recommendations to the Agency regarding the provisions of shoes and other protective gear for employees whose safety is deemed to be jeopardized in the performance of the work assignment.

ARTICLE IV LEAVE PROVISIONS

Section A General

1. Requests for emergency leave shall be answered before the end of the shift on which the request is submitted.

2. Employees shall be returned from approved extended leave, insofar as possible, to the same or similar position which was held at the time the leave was granted.

Section B Adoption Leave

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

Section C Annual Leave – Operating Engineer, Maintenance and Craft Transportation, EG Professional/Non-Professional and Warehouse Units

1. Every full-time employee shall be eligible for paid annual leave after ninety (90) days of service with DGS. All employees shall start to earn annual leave as of their date of hire at the rate of:
 - a. Less than three (3) years' service, thirteen (13) days per year.
 - b. Three (3) years' service, but less than fifteen (15) years' service, twenty (20) days per year.
 - c. Fifteen (15) or more years' service twenty-six (26) days per year.
2. Employees may accumulate annual leave for later use up to a maximum of thirty (30) days. The minimum amount of leave which may be charged such an employee is one (1) hour. Leave may be used as the employee chooses.
3. Application for annual leave shall be submitted by the employee on a form provided by DGS to his immediate supervisor within 24 hours of the time of submission of the leave slip.
4. The rate of annual leave pay shall be the employee's regular straight time rate of pay.
5. Each supervisor shall develop and post a vacation schedule as early as possible in the leave year. Every effort will be made to grant employees leave during the time requested provided that operations shall not suffer. In instances where the operations would suffer by scheduling all requests during a given period of time, a schedule will

be worked out with all conflicts being resolved by the application of seniority. Applications for vacations shall be submitted two months in advance of the beginning date of the vacation. No employee will lose annual leave because his vacation is not granted due to operational requirements.

6. Employees on vacation shall not be subject to call-back except in case of emergency.

Section D Civic Duty Leave

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

Section E Educational Leave

1. After completing one year of service, any permanent employee, upon written request, may be granted a leave of absence, without pay, not to exceed a period of one (1) year for education purposes. This leave of absence may be extended up to one (1) additional year upon written request to the Director or designee.
2. Such written requests shall include a plan of the educational work to be undertaken during the period of such leave of absence and shall be subject to approval by DGS.

Section F Family Care Leave

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

Section G GRIEVANCE PREPARATION AND HEARING LEAVE

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

Section H JURY DUTY

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

Section I **Leave Without Pay**

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

Section J **Maternity/Paternity Leave**

1. It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties and maternity leave must comply with applicable laws. After an employee has been medically approved to return to her duties, the employee may request additional leave for a period of adjustment or to make arrangements for the care of the child. Such additional leave requirements may be taken care of with annual leave or leave without pay.
2. Paternity leave, without pay, shall be granted for a male employee whose spouse is pregnant for a period of five (5) workdays commencing from the date of birth. Annual leave may be used for the five workdays. A male employee may use accumulated annual

leave or leave without pay for a period of adjustment or to make arrangements for the care of the child not to exceed two (2) years. An employee, on return from extended paternity leave, shall be reinstated to the same level of the salary schedule as at the beginning of the leave of absence. The employee shall retain the seniority held at the time the leave became effective.

Section K Military Leave

1. General

- a. Employees who are members of the following reserve components of the Armed Forces, who as regular full-time employees, are serving under appointments which are not temporary, intermittent, when-actually-employed or part-time, are authorized military leave:
 - (1) National Guard of the United States
 - (2) Army Reserve
 - (3) Naval Reserve
 - (4) Marine Corps Reserve
 - (5) Air National Guard of the United States
 - (6) Air Force Reserve
 - (7) Coast Guard Reserve
- b. Absence from a civilian position for military training or active duty without loss of basic salary is limited to 15 calendar days during each calendar year regardless of the number of training periods.
- c. Non-workdays falling within a period of absence for military training or active duty are charged against the 15 days of military leave; however, non-workdays occurring at the beginning or end of the training period are not charged. If an absence begins or ends on a Saturday or Sunday, no leave is

charged. However, when Saturdays and Sundays are in the middle of the 15 calendar days leave is charged.

- d. Military training duty which occurs only on non-workdays will not be counted against military leave.
- e. When an employee exhausts the amount of military leave fixed and limited by statute, he/she may be granted any available accrued annual leave to continue military duty without the imposition of dual compensation restrictions.
- f. Accrued annual leave or leave without pay may be granted to members of other federal or state military components for training or related purposes, not specifically listed above.
- g. Military leave with pay is authorized for employees who are members of the National Guard of the District of Columbia for all days (no limit) of parade or encampment when ordered to active duty by the Commanding General pursuant to Title 49 of the D.C. Code and as detailed in Section 1262 of the DPM.

2. Procedure

- a. Employees in receipt of military orders are responsible for advising their supervisors as far in advance as possible so that work operations will not be interrupted.
- b. A copy of the military orders is to be presented to the supervisor. It will be attached to the Time and Attendance Distributions sheet for forwarding to the Payroll Office.

Section L Union Negotiating Committee Leave

Members of the Union Negotiating Committee, one (1) from the maintenance and craft unit, one (1) from transportation, one (1) from the warehouse, one (1) from the operating engineer unit, one (1) from the professional unit, one (1) from the non-professional unit and one (1) from each of the other units, shall, upon proper application, be excused without loss of pay for working time spent in negotiations with DGS or its representatives.

Section M Voting Time

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

Section N Sick Leave

1. Employees shall start to earn sick leave from their date of hire at a pro-rated rate of one-half (1/2) day for each full bi-weekly pay period, and they shall accumulate sick leave.
2. Any employee, who becomes sick or disabled to the point he is unable to perform his job, or has a scheduled medical or dental appointment, shall be permitted to use accumulated sick leave with no loss of pay in accordance with the DPM. Requests for sick leave for medical or dental appointments must be made by the employee to his immediate supervisor as soon as the appointment is known to the employee. If an employee cannot report for work due to illness, he shall notify his immediate supervisor at least by the beginning of the employee's normal workday. If an employee expects to be out sick for more than one (1) day, he shall indicate the expected number of days in his initial request. If he cannot indicate the expected number of days, he shall call in every day at least by the beginning of the workday.
3. Employees shall be credited for unused sick leave by having such sick leave counted for retirement compensation in accordance with the DPM.

Section O

1. Requests for leave shall be submitted in writing on Form SF 71 by the employee to his/her immediate supervisor or designee in advance of the leave requested. The request will indicate the type of leave being requested, as well as the duration requested. DGS will notify employees of the disposition of his/her request for leave as soon as possible after submission of the request, but no later than two business days after the leave is requested. Failure to request and secure proper approval for leave in advance may result in a charge to absence without leave.

2. When leave is requested in advance, DGS will not cancel or reschedule leave previously approved except for emergency reasons or where the employee's service cannot be spared. Where leave must be canceled or rescheduled, an DGS manager shall provide the affected employee(s) with the reason(s) for the cancellation or the need to reschedule. The reason(s) for the cancellation or rescheduling of leave will be explained to the employee.

Section P Request for Unscheduled Leave

1. It is the responsibility of an employee to notify his/her supervisor of the need for unscheduled leave prior to the start of his/her tour of duty. Approval of such leave will be requested from the supervisor or his/her designated representative.
2. If the request for leave cannot be made as outlined in the preceding paragraph because of an unanticipated emergency, employees requesting unscheduled leave must call in to the appropriate supervisory official as soon as they are aware of the need for unscheduled leave, but at least two (2) hours before the beginning of their tour of duty. Employees calling in to request unscheduled leave must indicate the type of leave requested and estimate the duration of the request at the time of the call. In the event the employee is still unable to return to work at the end of the duration requested, the employee must call in at least two (2) hours prior to the beginning of their tour of duty to request additional time. If any employee is incapacitated and unable to call in to request unscheduled sick or annual leave, the request for leave may come from another person. In such cases, the supervisory official will treat the request as though it had come from the employee. Employees are not required to call in daily unless their prior request was for only one day of unscheduled leave. In exceptional circumstances, consideration will be afforded employees who for reasons beyond their control may not be able to comply with the two (2) hour call-in/advance notice requirement.
3. All requests shall be called in to the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee shall call the next designated supervisor or manager's office until he/she speaks with a supervisor. The supervisor/manager receiving the call shall convey the request to the

proper supervisor. Management will provide the relevant phone numbers.

Section Q Court Leave

1. The “term” of jury service does not include time which the employee is excused or discharged by the court for an indefinite period subject to call by the court. An employee is required to return to the District any compensation received for jury duty while on court leave.
2. An employee who is a witness on behalf of the United States, State, or local government or as a witness for a private party in a judicial proceeding involving the United States, State, or local government is entitled to court leave. However, when the witness service involves a judicial proceeding between private parties, the employee is not entitled to court leave and the absence is charged to annual leave or leave without pay.
3. Employees excused for periods of less than one (1) full day should not be expected to return to work unless they could be expected to work at least two (2) hours of their regular work shift.

Section R Administrative Leave

Administrative leave, in accordance with the District rules and regulations, will be granted to employees covered by this Agreement for the purpose of donating blood at the Red Cross Blood Bank or any District Government sponsored blood donation drive.

Section S Leave of Absence

Employees shall be granted periods of leave of absence, to include annual leave or leave without pay as appropriate, in accordance with applicable laws and regulations.

Section T Funeral Leave

1. In the event of a death in an employee’s immediate family, an employee shall be paid in full for time lost not to exceed four (4) days. For the purpose of this section “immediate relative” means the following relatives of the employee: spouse and parents thereof, children (including adopted and foster children and children of whom

the employee is legal guardian and spouses thereof), parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purpose of this section, the term "spouse" also shall include a person identified by an employee as his or her "domestic partner" (as defined in D.C. Official Code § 32-701, 2001 edition and related laws).

2. In the event of a death of any relative not covered in Section U.1 of this provision, an employee shall be granted one (1) day off with pay to attend the funeral.
3. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, note from clergy or funeral professional or death certificate, upon the Employer's request.

Section U Family and Medical Leave

Family and Medical Leave shall be granted in accordance with the D.C. and Federal Family and Medical Leave Acts.

Section V

DGS may keep Union Stewards informed of employees suspected of abusing sick leave, or employees with excessive unscheduled emergency or annual leave and of employees continually late or absent from duty. The Union Stewards will cooperate with the Employer in counseling individuals in an effort to minimize these conditions.

Section W

Unavoidable tardiness from duty of less than one hour for a bona fide reason may be excused without charge to annual leave, sick leave, or leave without pay at the discretion of the supervisor.

Section X ANNUAL LEAVE

1. Annual leave is scheduled, paid leave earned by an employee, to be used during absence from duty for vacation, personal or emergency purposes. Eligible regular full-time and regular part-time employees begin accruing annual leave immediately upon starting their employment with DGS. However, a new employee may not use any

accrued annual leave until after he or she completes the initial ninety (90) days of the probationary period.

2. Eligible employees may carry a certain amount of accrued annual leave over from year-to-year. Generally, a maximum of two hundred and forty (240) hours, the equivalent of thirty (30) days of annual leave, may be carried over from year to year. Any accumulated annual leave in excess of two hundred and forty (240) hours or thirty (30) days shall be forfeited at the end of each leave year. Restoration of annual leave is covered by Section 1239 of the DPM. The agency head shall provide notification to the appropriate authority to effect the restoration of annual leave under Section 1239. Payment for annual leave will also be covered by Sections 1240.1 and 1240.2 of the DPM.
3. An employee must obtain his or her supervisor's approval before using any accrued leave. The supervisor retains the right to refuse leave if the employee's absence would interfere with DGS's functions.
4. Upon separation of employment with DGS for any reason, an employee shall be eligible for a lump-sum payment, based on the employee's final regular rate of pay, for any unused, accrued annual leave. In the unfortunate event of an employee's death, any of the employee's unused, accrued annual leave shall be paid to the employee's designated beneficiary/ies.
5. Accumulated annual leave for employees who resign their employment with DGS and who promptly accept employment with another District government agency will be transferred, provided that no break in service occurs.
6. Request for Annual Leave:
 - a. Although every effort will be made by supervisors to honor advance requests for vacation leave, an advance request is not a guarantee of final approval. DGS reserves the right to cancel leave previously approved for circumstances such as workload or emergencies. In the event it is necessary to cancel advance requests, the supervisor will promptly advise the employee concerned, and in such cases the employee's circumstances will be given due consideration. Every effort

will be made to reschedule the vacation period for the employee's convenience.

- b. In the absence of the designated supervisor, unscheduled annual leave will be approved by the next higher level of supervision.

Section Y Sick Leave

1. "Sick leave" is scheduled, paid leave earned by an eligible employee, to be used for: (a) an absence resulting from a physical or mental illness, injury, or medical condition of the employee; (b) an absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the employee; (c) an absence for the purpose of caring for an immediate relative who has any of the conditions or needs for diagnosis or care described in parts (a) or (b) of this section; or (d) an absence if the employee or the employee's immediate relative is a victim of stalking, domestic violence, or sexual abuse, where the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence, or sexual abuse, for the purposes of:
 - a. seeking medical attention for the employee or the employee's immediate relative to treat or recover from physical or psychological injury or disability caused by the stalking, domestic violence, or sexual abuse;
 - b. obtaining services for the employee or the employee's immediate relative from a victim services organization;
 - c. obtaining psychological or other counseling services for the employee or the employee's immediate relative;
 - d. the temporary or permanent relocation of the employee or the employee's immediate relative;
 - e. taking legal action, including preparing for or participating in any criminal or civil proceeding related to or resulting from the stalking, domestic violence, or sexual abuse; or
 - f. taking other actions that could be reasonably determined to enhance the physical, psychological, or economic health or

safety of the employee or the employee's immediate relative or the safety of those who work or associate with the employee.

2. For purposes of this Article, "immediate relative" is defined in Article II.
3. Regular full-time employees shall accrue sick leave at a rate of four (4) hours per pay period.
4. A physician's statement may be required before an absence related to illness, injury or medical condition will be charged to sick leave. The employee's supervisor, the Personnel Officer, or other authorized managers may reject a physician's statement that, in the sole discretion of the Agency, does not support a request for sick leave.
5. Accumulated sick leave shall not be owed or payable to any employee upon resignation or termination.
6. This chapter shall be applied in a manner consistent with the requirements of the Family Medical Leave Act, the District's Family Medical Leave Act, the Americans with Disabilities Act, and any other applicable Federal and District laws.
7. The following procedures shall apply to the use of sick leave:
 - a. Approval: All sick leave must be approved by the employee's supervisor. Absences that are not approved will generally result in either leave without pay (LWOP) or absence without leave (AWOL). Disciplinary action may also be imposed if an employee takes "sick leave" that is not approved in accordance with these procedures.
 - (1) Supervisors shall approve sick leave of employees incapacitated for performance of their duties. Employees shall request sick leave as soon as possible prior to the start of their regular tour of duty on the first day of absence, but no later than two (2) hours after the beginning of said tour of duty. Employees assigned rotating shifts or irregular tours of duty shall request sick leave from the supervisor on duty, if possible no later

than two (2) hours before the start of their scheduled shift and advise the supervisor how long they anticipate being ill, if possible, so that the work schedules may be revised.

- (2) Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, opticians, chiropractors and for the purpose of securing diagnostic examinations, treatments and x-rays.
- (3) Employee shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three (3) work days continuous in duration; except in cases where DGS has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privileges and must, therefore, furnish a doctor's certificate for each absence from work which is claimed as sick leave. Such request to furnish a doctor's certificate for each absence shall be reviewed within ninety (90) days. Where improvement has been shown such documented request shall be rescinded.
- (4) Employees will respond to requests for a medical certificate as soon as possible but no later than forty-five (45) days after such a request is made.
- (5) Sick leave may be advanced under the following conditions:
 - (a) It must be supported by acceptable medical certificates.
 - (b) All available sick leave to the employee's credit must be exhausted. The employee must use any annual leave he might otherwise forfeit.
 - (c) In the case of employees serving under temporary appointments, or under probationary appointment, advance sick leave should not exceed the amount which it is reasonably assured will be subsequently earned during such period.

- (d) There must be reasonable assurance that the employee will return to duty.

- b. Advance Written Leave Requests

Requests for sick leave to cover scheduled or otherwise foreseeable absences, such as appointments with doctors, dentists, opticians or other health care providers, must be submitted in writing and approved as soon as the appointment is made. Leave requests for foreseeable absences that are submitted fewer than thirty (30) work days in advance or after the date(s) of the absence in question will be considered only if the employee can demonstrate that sufficient advance notice was not possible. Submission of an advance request for leave does not guarantee approval. Leave request must be approved or disapproved within 24 hours of the submission of the leave slip.

- c. Unplanned and Unforeseeable Leave Requests:

An employee with an unplanned or unforeseeable need to take sick leave must call his or her supervisor to request sick leave as soon as possible, and preferably no later than two (2) hours prior to the start of the employee's tour of duty. An employee who is granted such unplanned and unforeseeable sick leave will need to complete a written leave request slip immediately upon returning to work.

- d. Call-in Requests for Unplanned and Unforeseeable Sick Leave:

When calling in to ask to use sick leave, an employee must call a telephone number that has been designated for such call-outs. If the employee is unable to speak with an appropriate supervisor and instead leaves a voicemail message, the employee must write down and keep the confirmation code provided by the answering service. When the employee returns to work, he or she must present this confirmation code to his or her supervisor in order for the leave to be considered for approval.

e. Appropriate Documentation:

Appropriate documentation, such as a doctor's note, may be requested to justify any sick leave request of more than three (3) days. An employee who takes more than three (3) consecutive days of sick leave must provide a doctor's note or other appropriate documentation covering the absences. "Appropriate documentation" for an absence related to illness, injury or medical condition must include the following information:

- (1) Confirmation that the employee has been treated by a treating health care provider;
- (2) Date of the employee's visit(s) to the health care provider;
- (3) The treating health care provider's signature; and
- (4) The approximate date that the employee will return to work (if documentation is provided prior to the end of the leave period).

f. Return to Work Certification:

- (1) An employee returning from a sick leave absence of more than three consecutive days related to the employee's own health may be required to produce a return-to-work certification from a health care provider. Such a return-to-work certification must include:
 - (a) Confirmation that the employee is fit to return to duty;
 - (b) Notification of any medical restriction on the employee's ability to perform his or her job duties;
 - (c) The health care provider's signature.
 - (d) Original copies of all required documentation must be provided for photocopying

(e) Employees who are absent and on sick leave for extended periods of time may be required to provide DGS with periodic reports on their status and intent to return to work, with appropriate medical documentation.

(2) Failure to produce the requested documentation or to provide proper notice as set forth in this section may result in discipline and/or the denial of an employee's request for leave. Accrued sick leave cannot be used for vacation purposes.

g. Leave Restriction:

(1) Where DGS has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee will be required to provide appropriate documentation for each absence that is claimed as sick leave. Such leave restriction shall improve in sick leave usage after 90 calendar days of leave restriction, the leave restriction will be lifted. If the employee's usage of sick leave has not improved, the employee may remain in effect for 90 calendar days. If the employee has shown significant improvement to sick leave restriction for an additional period of 90 calendar days. Nothing in this section shall prevent the Office from taking disciplinary action against an employee who is found to have abused the sick leave system. ^{DGS} Supervisors who otherwise suspect fraudulent use of sick leave may also require the employee to provide appropriate medical documentation. Factors which may provide DGS with good reason to believe the employee has abused the sick leave privilege include, but are not limited to:

(a) The employee's use of sick leave on the afternoon of a payday;

(b) An attempt to call in and take sick leave on the date of a foreseeable medical appointment;

- (c) An attempt to take sick leave without providing notice and securing approval as appropriate;
 - (d) An attempt to take sick leave immediately before or following a vacation day or weekend;
 - (e) Repeated absences from duty without permission and without reasonable cause;
 - (f) Excessive tardiness;
 - (g) Any absence without leave (AWOL).
- h. Excessive Absenteeism:

In cases of excessive absenteeism, employees will be subject to discipline, up to and including the possibility of termination pursuant to Article XVII - Discipline.

SECTION Z Funeral Leave

1. In the event of a death of an employee's immediate family, an employee shall be paid in full for time lost not to exceed four (4) days. For the purpose of this section, "immediate relative" means the following relatives of the employee: spouse and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof), parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purpose of this section, the term "spouse" also shall include a person identified by an employee as his or her "domestic partner" (as defined in D.C. Official Code §32-701 2001 edition and relative laws).
2. In the event of a death of any relative not covered in subparagraph 1 of this provision, an employee shall be granted one (1) day off with pay to attend the funeral.
3. For the purpose of certification of leave, employees shall provide a copy of the obituary or death notice, note from clergy or funeral professional or death certificate, upon the Employer's request.

ARTICLE V. HOLIDAYS RECOGNIZED AND OBSERVED

Section A

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

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

Section B

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

Section C 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 an employee works on any of the holidays listed above, he shall be paid in addition to his regular rate of pay the rate prescribed in accordance with the CMPA.

Section D COMPUTING OVERTIME

For the purpose of computing overtime, the FLSA shall be applied..

ARTICLE VI. DISABILITY COMPENSATION

Employees covered by this Agreement who are injured on the job in the performance of their duties and are unable to work shall be entitled to compensation as provided for under applicable District law and regulations.

ARTICLE VII. PAY PROCEDURES

Section 1

Salary checks shall be mailed to employees or directly deposited into their designated accounts. Employees may not leave their posts to cash paychecks during duty hours

Section 2

Payroll deduction slips shall be issued with each paycheck when possible.

Section 3

When there is an administrative error on a salary check the error shall be corrected as soon as possible..

Section 4

The salaries and wages of employees shall be paid bi-weekly. In the event that the payday is a holiday, the preceding day shall be the payday.

Section 5

All employees covered by this Agreement are entitled to pay at their scheduled rate plus a differential of seven and one-half percent (7-1/2%) for regularly scheduled non-overtime work when a majority of their work hours occur between 3:00 p.m. and midnight; or ten percent (10%) of their scheduled rate if the majority of their work hours occur between 11:00 p.m. and 8:00 a.m.

Section 6

Employees who qualify therefore shall be paid a differential for exposure to a hazard, physical hardship or working condition of an unusual nature. Eligibility for

such payment shall be in accordance with the provisions of The District of Columbia Government Comprehensive Merit Personnel Act of 1978, as amended.

ARTICLE VIII. CONFORMITY TO LAW-SAVING CLAUSE

Section A

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

Section B

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

ARTICLE IX. MATTERS NOT COVERED

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

ARTICLE X. COMPENSATION

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

Fiscal Year 2013

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

Fiscal Year 2015

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

Fiscal Year 2016

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

Fiscal Year 2017

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

ARTICLE XI. HEALTH PLAN

The DGS will continue to provide all employees with the current Health Benefit, as provided for by the Federal Employee Health Benefit or District Employee Health Benefit program, as appropriate.

ARTICLE XII. BENEFITS

The DGS will provide for the current optical and dental plans, as offered to the Union in the contract covering wage grade employees (RW, LW, SW) positions.

ARTICLE XIII. LEGAL AID

The DGS will contribute \$.05 per hour for each hour paid, excluding overtime, to the Teamster Local 639 Public Sector Legal Service Plan for all bargaining unit

employees. DGS shall make quarterly payments within thirty (30) days of the end of each fiscal quarter.

ARTICLE XIV. 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, DGS 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.

ARTICLE XV DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

Employees covered by this Agreement are eligible to participate in the Negotiated Employee Assistance Home Purchase Program provided for in the Compensation units 1 & 2 Agreement.

ARTICLE XVI. DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, 2013, and shall remain in full force and effect until September 30, 2017. All terms and conditions contained in this contract shall become effective as of April 1, 2013, unless otherwise stated in individual articles. This Agreement shall automatically renew from year to year unless either party provides written notice at least one hundred and eighty (180) days prior to the expiration or anniversary date of the Agreement that the party desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 10th day of October, 2013

**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL
SERVICES**

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

Natasha N. Campbell, Director
Office of Labor Relations
And Collective Bargaining

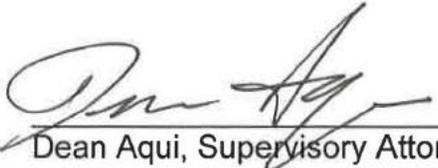


Thomas Ratliff, President, Local 639
Chief Negotiator

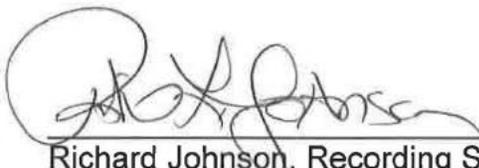
Brian Hanlon, Director
Department of General Services



Ritchie Brooks, President, Local 730



Dean Aqui, Supervisory Attorney
Advisor
OLRCB



Richard Johnson, Recording Secretary
Local 730

Cecelia Bankins, Labor Liaison
Department of General Services

Vickie Garay, Bargaining Team
Member
Department of General Services

Ollie Harper, Deputy Director for
Facilities Management
Department of General Services

Charles Brown, Deputy General Counsel
Department of General Services

APPROVAL

This collective bargaining agreement between the District of Columbia Government Department of General Services and Teamster Locals 639 and 730, Affiliated with the International Brotherhood of Teamsters, 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 5th day of November, 2013.


Vincent C. Gray
Mayor