

**COMPENSATION
AND
WORKING CONDITIONS
AGREEMENT
BETWEEN
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION
DIVISION OF TRANSPORTATION
AND
DISTRICT COUNCIL 20 LOCAL 1959
American Federation of State,
County and Municipal Employees,
AFL-CIO**

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

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PREAMBLE

This Agreement is entered into between the Government of the District of Columbia Office of the State Superintendent for Education (hereinafter referred to as the Agency or Department) and the American Federation of State, County and Municipal Employees, Local 1959 (hereinafter referred to as the Union), and collectively known as the "Parties".

The purpose of this Agreement is:

1. To promote fair and reasonable working conditions;
2. To promote harmonious relations between the parties;
3. To establish an equitable and orderly procedure for the resolution of differences;
4. To protect the rights and interests of the employee, the Union and the Department; and
5. To promote the efficient operations of the Department.

Each party affirms without reservation the contents of this Agreement. Now therefore, in consideration of mutual covenants and promises contained herein, the Department and the Union do hereby agree as follows:

ARTICLE I: RECOGNITION: COVERAGE

Section A:

The Department recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, hours and working conditions for all employees in the bargaining unit as hereinafter defined:

All Motor Vehicle Operators, Bus Attendants, clerical employees, timekeepers and telephone operators employed in the Department, excluding Senior Motor Vehicle Operators and Senior Attendants, management officials, supervisors, confidential employees, and employees engaged in personnel work other than in a purely clerical capacity and employees engaged in the administration of the provisions of Title XVII, District of Columbia Comprehensive Merit Personnel Act of 1978.

Section B:

The Parties agree to review Certification #25, issued to the Union by the Public Employee Relations Board (PERB) that describes the unit covered hereby for accuracy and to jointly submit a motion to the PERB, as appropriate, to bring it into line with the actual composition of the unit as it currently exists.

ARTICLE II: DEFINITIONS

Except as otherwise stated in this Agreement, whenever used herein the following terms shall have meanings as follows:

Section A:

Union - The term "Union" shall mean the American Federation of State, County, and Municipal Employees, District Council 20, Local 1959, AFL-CIO.

Section B:

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 where such entitlement would be contrary to the laws and regulations of the District of Columbia.

Section C:

Probationary Employee - An employee in his or her first twelve months of employment with the Department.

Section D:

Seniority - The term "Seniority" shall mean time served as an employee with OSSE (bargaining unit) or its predecessor. For the purposes of actions governed by statute, the statutory definition of "seniority" shall apply.

Section E:

Collective Bargaining - The term "Collective Bargaining" shall mean negotiations between the Department and the Union on matters of wages, hours, and other conditions of employment.

Section 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. "He" or "she" when used in this Agreement shall be interpreted as referring equally to men and women.

ARTICLE III: FAIR PRACTICES

Section A:

The Agency shall not discriminate in any manner whatsoever against any employee based on union activity, race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation or any other classification protected by law against discrimination.

Section B:

Employees have the right to freely join the Union or any employee organization but membership in the Union or an employee organization shall not be required as a condition of employment.

Section C:

The Union will admit persons to membership without discrimination based on race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation or any other classification protected by law against discrimination.

Section D:

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.

ARTICLE IV: DUES CHECKOFF

Section A:

In keeping with the principle that employees who benefit from this Agreement should share in the cost, it shall be a condition of employment that employees pay either union dues or a

service fee. The amount of both dues and service fees shall be established by the Union, but it is agreed that service fees shall not exceed amounts permissible under applicable law.

Section B:

The Employer agrees to deduct union dues bi-weekly from the pay of employee members who authorize the deduction of said dues upon proper authorization. The employees must complete and sign the authorization form which shall be forwarded by AFSCME District Council 20, to the Office of Labor Relations and Collective Bargaining on the D.C. Form 277 authorize withholding. The amount to be deducted shall be certified to the Employer, through the Office of Labor Relations and Collective Bargaining, in writing by the appropriate official of District Council 20.

Section C:

The dues and service fees for all Local Unions covered by this Agreement shall be transmitted to AFSCME District Council 20.

Section D:

It is the responsibility of the employee, the Local Union and District Council 20 to bring errors or changes in bargaining unit employee status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively.

Section E:

Union dues withholding authorization may be cancelled upon written notification to the Local Union, AFSCME, District Council 20 and the Employer within the thirty (30) calendar day period prior to the anniversary date of this Agreement.

ARTICLE V: DISCIPLINE & ADVERSE ACTIONS

Section A:

This Article shall not apply to the discipline or discharge of probationary employees.

Section B:

Disciplinary and adverse action measures may include the following:

1. Verbal Warning;
2. Written Warning;

3. Suspension; and
4. Discharge.

Section C:

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

Section D:

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

Section F:

An employee found to be unjustly suspended shall be fully compensated for all lost time and shall be made whole with respect to all other rights and conditions of employment.

Section G:

An employee found to be unjustly discharged shall be reinstated in accordance with the Opinion and Award of the Arbitrator.

Section H:

An employee may be immediately suspended pending investigation and/or may be terminated upon the first offense if the Division of Transportation has reasonable cause to believe that the employee has engaged in behavior or conduct that: presents a threat to the efficiency and discipline of the public school system; threatens or may threaten any student or employee; or otherwise threatens the public health, safety or welfare. Any employee charged with committing a crime may be suspended immediately pending a complete investigation of the matter.

Section I:

Except as provided in Section H. of this Article, the Division of Transportation shall provide at least five (5) work days' advance notice to the employee and the Union before suspending an

employee for five (5) work days or more or before terminating the employee for disciplinary reasons. The notice shall include a statement of the proposed action and the reasons for the proposed action. Within five (5) work days after receipt of the notice, the employee has the right to reply in writing or in person to all charges and to furnish any statements in support of his reply.

Section J: Recommended Bus Driver and Attendant Procedures and Table of Penalties

1. The following are recommended actions for driver/attendant violations of the incidents indicated. OSSE-DOT will initially investigate each incident and when appropriate, remove the driver and/or attendant from the route until the completion of the investigation. When an incident is determined to be substantiated, OSSE-DOT recommends taking the actions shown in the table below. When retraining is to be conducted, OSSE-DOT will determine the type of training required in order for a bus driver/attendant to continue providing student transportation services.

2. In the descriptions below, "day" refers to an official school day, and any suspension from an OSSE-DOT route is defined as unpaid administrative leave.

| 1 | Warning and Retraining |
|---|----------------------------|
| 2 | Five (5) day suspension |
| 3 | Ten (10) day suspension |
| 4 | Thirty (30) day suspension |
| 5 | Termination |

| 1 | Student is left unattended on a school bus at any time. | 5 | N/A | N/A |
|---|---|---------|-----|-----|
| 2 | Driver/Attendant tests positive for being under the influence of alcohol or illegal drugs. | 5 | N/A | N/A |
| 3 | Driver/Attendant refuses to take drug/alcohol test and/or sign required documentation. | 5 | N/A | N/A |
| 4 | Driver does not follow proper railroad crossing regulations while transporting students. | 5 | N/A | N/A |
| 5 | Student remains on the bus after other students are unloaded at the designated school and the bus leaves the school loading/unloading area. | 5 | N/A | N/A |
| 6 | Driver/attendant releases a student to an unauthorized person or no adult. | 1 and 4 | 5 | N/A |

| TABLE OF PENALTIES | | | | | |
|--------------------|--|-------------------------|-------------------------|-------------------------|--|
| Code | Description | 1 st Offense | 2 nd Offense | 3 rd Offense | |
| 7 | Driver/attendant operates a route with unauthorized students or riders. | 1 and 4 | 5 | N/A | |
| 8 | Driver/Attendant denies transportation to eligible student. | 1 and 2 | 4 | 5 | |
| 9 | Driver/Attendant picks up or drops of student at an unauthorized stop. | 1, 4 and 5 | N/A | N/A | |
| 10 | Driver/Attendant does not have a route sheet while operating a route. | 1 | 2 | 5 | |
| 11 | Driver/Attendant does not wear the required uniform and/or ID while operating a route. | 1 | 2 | 5 | |
| 12 | Driver does not have a valid CDL/permit while signed in to work. | 1 and 3 | 4 | 5 | |
| 13 | Driver/Attendant has inappropriate contact with student. | 5 | N/A | N/A | |
| 14 | Driver/Attendant uses inappropriate language while on duty. | 1 and 2 | 3 | 5 | |
| 15 | Driver/Attendant smokes on the bus or other government vehicle. | 1 and 3 | 5 | N/A | |
| 16 | Driver/Attendant smokes in a government facility. | 1 | 2 | 5 | |
| 17 | Driver/Attendant uses a cell phone for personal use while operating a route. | 1 and 3 | 5 | N/A | |
| 18 | Driver/Attendant tampers with and/or disconnects required equipment on the bus. | 1 and 3 | 5 | N/A | |
| 19 | Driver/Attendant fails to log into Mobile Data Transmitter (MDT). | 1 | 1 and 2 | 5 | |
| 20 | Driver/Attendant logs into MDT for another person. | 1 and 3 | 5 | N/A | |
| 21 | Driver/Attendant has a physical altercation while on duty | 5 | N/A | N/A | |
| 22 | Driver is driving recklessly, including inappropriate speeds | 1 and 2 | 3 | 5 | |
| 23 | Driver/Attendant fails to report accident/incident as required | 1 and 3 | 5 | N/A | |

ARTICLE VI: GRIEVANCE & ARBITRATION PROCEDURES

Section A: Definition

A grievance is a complaint that there has been a violation of the provisions of this Agreement, except for those complaints for which an existing statutory or regulatory procedure provides redress.

Section B. Procedure

1. A grievance may be presented by an employee, the Union, or the Department. If the Union and an employee each present a grievance addressing the same issue, the Department will only be obligated to recognize the first such grievance that was filed. Any grievance raised by the Union must identify the employee or group of employees on whose behalf it is being raised. Any matter that is presented to the D.C. Office of Employee Appeals pursuant to a Petition for Appeal may not thereafter be raised as a grievance under this Agreement. In accordance with D.C. Code Sec. 1-616.52(f), any matter that is presented as a grievance under this Agreement may not thereafter be presented to the D.C. Office of Employee Appeals.
2. Grievances shall be processed as follows:
 - a. If the Department does not respond within the time limit specified for each grievance step, the grievant may invoke the next step, treating the lack of response as a denial of the grievance at that step.
 - b. The presentation and discussion of grievances shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be available only for the time necessary to present his or her 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. The parties shall exchange witness and document lists at least one (1) week before the hearing date.
 - c. The Department and the Union and/or employee shall provide current and accurate information and documentation in response to all requests for information related to the preparation and presentation of grievances under this Agreement.

Section C: Presentation of Grievance

1. This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.
2. Categories of Grievance:
 - a. **Personal Grievance**: A grievance of a personal nature requires signature of the aggrieved employee if the grievant is represented by the Union. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity pursuant to advance notification to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or adjustment, decision or response made by the Department must be sent to the Union upon request.
 - b. **Class Grievance**: A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President directly at Step 3 of the grievance 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 Step 2 of the grievance procedure and the Director of Student Transportation or his designee shall respond in writing within 20 working days of its receipt.

STEP I

- a. An employee and/or the Union shall initially present any grievance to the grievant's immediate supervisor. If a grievance is presented on behalf of at least two (2) grievants who report to different immediate supervisors, the grievance may be presented at Step 1 to the immediate supervisor of any grievant. The supervisor shall respond within five (5) working days after the grievance was presented. If the grievance is resolved at Step 1, the resolution shall be memorialized in writing.
- b. For termination actions the Union or the Employee may elect to present the initial grievance directly to the Director of Student Transportation.

STEP 2

If a grievance is not settled at Step I, the grievance must be presented in writing to the Department's Chief of Bus Operations within seven (7) working days after receipt of the response at Step 1 or when the Step 1 response was due. The written "Grievance Statement" shall include:

- a. The name(s) of all employee(s) involved;

- d. The specific relief requested.

The written Grievance Statement presented at this Step shall provide the sole and exclusive basis for purposes of Step 3 of this grievance procedure; the grievant or the Union may, however, delete items from the original Grievance Statement.

The Chief of Bus Operations, Division of Student Transportation, or that official's designee, shall meet and discuss the matter with the grievant and the Union. The Chief of Bus Operations, Division of Student Transportation, or his/her designee, shall render a written decision on the grievance within seven (7) working days after the Step 2 meeting.

STEP 3

If the grievance is not resolved at Step 2, within seven (7) working days from receipt of the Step 2 decision or when the Step 2 response was due, the grievant or union may invoke Step 3 to the Director of Student Transportation. The Director of Student Transportation, or his/her designee, shall issue a written decision regarding the Step 3 grievance within ten (10) working days of receipt of the Step 3 grievance.

STEP 4

If the grievance is not resolved at Step 3, within ten (10) working days from the receipt of the Step 3 decision or the date it was due, the grievant or union may invoke Step 4 to the State Superintendent of Education. The State Superintendent of Education, or his/her designee, shall issue a written decision regarding the Step 4 grievance within ten (10) working days of receipt of the Step 4 grievance.

STEP 5

If the grievance is not resolved at the Step 4, within ten (10) working days from the receipt of the Step 4 decision, the Union must notify the Agency's Labor Liaison and the District of Columbia Office of Labor Relations and Collective Bargaining of its desire to arbitrate the grievance.

Arbitrations:

1. The rules of the Federal Mediation and Conciliation Services (FMCS) shall apply to arbitrations conducted pursuant to this Article.

3. Within seven (7) days of providing notice of a desire to arbitrate, the responding party shall initiate selection of an arbitrator from the panel or provide notice to the other that the matter is not arbitrable.
- (a) Once an arbitrator is selected, the Parties shall propose dates to the arbitrator or notify the arbitrator to provide potential dates to hold the hearing. The notice to the arbitrator shall include a copy of the grievance article of this Agreement.
 - (b) Hearings shall be held in the Office of Labor Relations and Collective Bargaining's (OLRCB) Negotiation Center or another mutually agreeable location. If any additional costs are involved, they shall be borne equally by the parties.
 - (c) The arbitrator shall hear and decide only one (1) grievance in each case, unless otherwise agreed by the parties.
 - (d) All requests for information and documentation for a particular hearing shall be made to the other party at least ten (10) working days before the scheduled hearing.
 - (e) The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply.
 - (f) The hearing shall not be open to the public, unless otherwise mutually agreed by the parties.
 - (g) Witnesses shall be sequestered upon request of either party.
 - (h) Either party has the right to have a verbatim stenographic record of the hearing made at the party's expense. The parties may share the expense of the record by mutual agreement. If the Union decides to share the cost of the stenographic record, it should notify the OLRCB no later than the date when the parties decide on a hearing date.
 - (i) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions within thirty (30) working days after the conclusion of the hearing, or within thirty (30) working days after the arbitrator receives the parties' briefs, if any, whichever is later.

Section F:

All interim earnings will be deducted from any back pay award or settlement agreement.

Section G:

No matter shall be entertained as a grievance unless raised within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the employee's knowledge of the occurrence of the event giving rise to the grievance.

Section H:

Any unsettled grievance not advanced to the next step by the employee, or in the event of a class grievance, the Union representative, within the time limit specified in the step, shall be deemed abandoned.

Section I:

All time limits must be strictly observed unless the parties mutually agree to extend said time limits.

ARTICLE VII: BULLETIN BOARDS

Section A:

Available space on existing Department bulletin boards provided for employee information and internal communications at the work locations where bargaining unit members are employed may be used by the Union to post materials dealing with:

1. Recreational and social affairs of the Union
2. Union elections
3. Reports of the Union
4. Union meeting notices

exclusive use in work areas as may be mutually agreed to by the Parties.

Section C:

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

Section D:

The Union President shall provide to the Director of Student Transportation courtesy copies of all materials posted at the time of posting.

ARTICLE VIII: SAFETY AND HEALTH

Section A:

The Department agrees that it has the responsibility to provide a workplace free of hazards. And the Union agrees and Employees understand they are responsible for performing their duties in a safe manner.

Section B:

The Department shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. The Department will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts by encouraging its members to work in a safe manner.

Section C:

The Parties will cooperate in keeping each other informed of unhealthful and unsafe conditions in the workplace.

Union Stewards shall be designated by the Union and shall be recognized as employees' representatives. The names of employees selected as Stewards who may represent bargaining unit members shall be certified to the Division of Transportation by the Union. The Union shall ensure that the certification to the Division of Transportation of authorized Union Stewards is current at all times. Only those Stewards who have been certified to the Division of Transportation, in writing, shall be recognized as Union stewards.

Section B:

The Union shall appoint and the Division of Transportation shall recognize one (1) Steward per every one hundred (100) bargaining unit members.

Section C:

A Steward shall be permitted to devote necessary time during his working hours, at his then current rate of pay, for processing grievances at his work site. Should it be necessary for a Steward to leave his work area, he shall request permission from his immediate supervisor, which shall not be unreasonably denied. The Steward shall report to his immediate supervisor upon resuming work. It is agreed that time spent in the processing of grievances shall be limited to a reasonable amount.

Section D:

One (1) Chief Steward shall be permitted to devote necessary time during his working hours, at his then current rate of pay, for processing grievances. Should it be necessary for the Chief Steward to leave his work site, he shall request permission from his supervisor and from the supervisor of the employee(s) he intends to visit. Such a request shall not be unreasonably denied. The Chief Steward shall report to his immediate supervisor upon returning to his work area. It is agreed that time spent in the processing of grievances shall be limited to a reasonable amount.

ARTICLE X: UNION ACTIVITIES

Section A:

Whenever members of the bargaining units are mutually scheduled by the parties to participate, during work hours, in conferences or meetings at the administrative offices, they shall suffer no loss in pay. Sufficient notice shall be given to the Division of Transportation by the employees involved.

Employees, whether local Union representatives, District Council representatives, or International representatives, who have been certified to the Division of Transportation in writing, shall be allowed on school property during the non-work periods of employees covered by this Agreement to discuss Union business relative to the terms and conditions of this Agreement with the employees. Any Union representatives desiring to visit school property shall first secure permission from the administrator in charge and shall advise him/her of the general reason for such visit. Employees shall not be hindered from fulfilling their work assignments.

Section C:

The Union shall be afforded the same rights and privileges as accorded other labor and professional organizations in the use of school buildings for meetings of the Union during non-working hours. Expenses incident to these meetings, other than those normally a part of the school operations, shall be borne by the Union.

ARTICLE XI: LABOR MANAGEMENT MEETINGS

Section A:

Both parties to this Agreement recognize the importance of communication between themselves. To this end, the Department and Union representatives, not to exceed four (4) from each of the parties, upon written request and submission of an agenda by either party, shall meet to discuss matters relating to the implementation of this Article.

Section B:

It is understood that appeals or grievances of individual employees shall not be the subject of discussion at Labor Management Meetings, nor shall the meetings be for any purpose which would modify, add to or detract from the provisions of this Agreement.

Section C:

The Department and the Union shall discuss the impact of personnel rules on employees at Labor Management meetings.

ARTICLE XII: WORK FORCE CHANGES

Section A: INVOLUNTARY

1. An employee who is involuntarily transferred shall be given at least ten (10) work days advance notice, except when exigent circumstances require a transfer to be made in less than ten (10) work days, in which case the notice shall be given as soon as possible. The notice of transfer shall contain the reason(s) therefore.
2. Involuntary transfers shall be made only after consultation and discussion with the employee involved. At the employee's request, there may be present at such discussion a representative of the Union.
3. Involuntary transfers shall not be made for reasons of disciplinary action.

Section B: VACANCIES

1. Whenever a job vacancy occurs other than a temporary vacancy as defined in this Article, notice of such vacancy, setting forth the grade level, application procedures, and the deadline date for submission of applications, will be available for a period of ten (10) calendar days from the Division of Transportation, and a copy of such notice shall be given to the Union, via electronic mail, to the email address provided by the Union to the Agency and the OLR CB for receipt of information under this Agreement. The Union's email, mailing address and telephone number are specified in Appendix B to this Agreement. As changes to the Union's contact information occur they shall be forwarded by Local 1959 to the OLR CB and the Agency and Appendix B shall be updated to reflect such change.
2. The application shall be on the prescribed method/form and shall be submitted to the appropriate Division of Transportation officer or supervisor or electronically as directed in the vacancy announcement. All qualified applicant(s) shall be notified in writing of their non-selection.

Section C: PROMOTIONS

All promotions shall be made on the basis of seniority if the knowledge, training, ability and skills of the respective applicants are considered to be equal.

Section E: VOLUNTARY TRANSFER

When there is a vacancy to be filled, first consideration will be given to present swing drivers.

ARTICLE XIII: WORK SCHEDULING

Section A:

The work week shall consist of five (5) days, normally Monday through Friday inclusive. The Division of Transportation agrees that prior to implementing any proposed permanent changes in the work schedules of an entire classification of employees covered by this Agreement, the Union shall receive at least ten (10) days advance notice of such proposed work schedule change, except in cases of emergencies or seasonal requirements, in which cases the Union will be notified as soon as possible. Notification shall explain the reason for such change.

Section B:

The Parties understand that OSSE does not have control over the start and end time of schools. As a result, this provision shall not be strictly applied to changes in employees start and end times resulting from changes in the start and end times of the school day, imposed by a particular school.

Section C:

Employees shall work overtime as may be requested except in cases of personal emergency. Overtime shall be distributed consistent with the Article XXIII.

Section D:

Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight hours in any work day or forty (40) work hours in any work week.

Section D:

This Article shall not be construed as a guarantee of any number of hours per day or per week; however, to the extent possible, a full day's work will be provided.

Section A:

It is illegal for any District Government employee to strike, therefore, the Union shall not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through slowdowns, strikes, work stoppage or otherwise. Nor will the Division of Transportation engage in any lock-outs against any employee covered by this Agreement.

Section B:

Where a strike, slowdown or stoppage of work occurs, the Union's agents shall immediately take reasonable affirmative action to guard against and curtail any such strike, work stoppage or slowdown and shall order the Union's members to terminate such action. Any failure by the Union or its agents to take such action shall constitute a violation of this Article.

Section C:

If the Union has authorized, sanctioned, caused or counseled its members or any of the employees in the bargaining unit to strike, to directly or indirectly commit any concerted acts of work stoppage, slowdown, or mass absenteeism, or to refuse to faithfully and properly perform in whole or in part any customarily assigned duties for the Department then the Union shall be liable to the Division of Transportation for damages.

Section D:

Any employee who participates in, supports, or encourages any slowdown, strike or work stoppage shall be subject to the provisions existing in law governing the behavior of employees engaged in a slowdown, strike or work stoppage.

ARTICLE XV: MATTERS NOT COVERED

Section A:

The Department 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.

covered by this Agreement which are proper subjects for collective bargaining.

ARTICLE XVI: LEAVE

Section A: ANNUAL LEAVE

1. Employees shall be eligible for paid annual leave after ninety (90) days of service with the School System. All employees shall earn annual leave at the rate of:
 - a. Less than three (3) full-time-equivalent years of service: One (1) hour annual leave earned for every twenty (20) hours of work;
 - b. Three (3) years full-time-equivalent years of service but fewer than fifteen (15) full-time-equivalent years of service: One and one half (1 and 1/2) hours annual leave earned for every twenty (20) hours of work;
 - c. Fifteen (15) or more full-time-equivalent years of service: Two (2) hours annual leave earned for every twenty (20) hours of work.
2. Requests for annual leave shall be submitted by the employee, on a form provided by the Department, to the employee's immediate supervisor (Assistant Terminal Manager). The Assistant Terminal Manager shall approve or disapprove, pursuant to Section C. of this Article, prior to the date such leave is to begin.
3. The rate of annual leave pay shall be the employee's regular straight time rate of pay at the time the leave is earned.

Section B: SICK LEAVE

1. All employees shall earn sick leave at a rate of one (1) hour of sick leave for every twenty (20) hours of work.
2. Employees may use sick leave to cover absences from work that are required due to:
 - a. The employee's own illness, injury, medical or dental appointment; or

Section C: PROCEDURES FOR USING SICK LEAVE

1. Sick leave requests must be approved by an employee's Assistant Terminal Manager [immediate supervisor/platoon manager]. Requests for sick leave that are disapproved because the employee does not have sufficient leave will generally result in leave without pay (LWOP). Failure to follow this procedure to request sick leave may result in disciplinary action.
2. Advance Written Leave Requests: Requests for sick leave to cover scheduled appointments with doctors, dentists, opticians or other health care providers, or for other foreseeable absences, must be submitted and approved at least seven (7) days in advance of leave, except in cases of emergency. Leave requests for foreseeable absences that are submitted fewer than seven (7) 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. Employees are generally expected to schedule appointments with health care providers outside of the employee's scheduled working hours. Leave request slips submitted before 9:00 a.m. will be returned either approved or denied by the end of the same day. Leave slips submitted after 9:00 a.m. will be returned either approved or denied the following day.
3. Unplanned and Unforeseeable Leave Requests: An employee with an unplanned and unanticipated need to take sick leave must call his or her Assistant Terminal Manager 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 when he or she returns to work.
4. Call-in Requests for Unplanned and Unforeseeable Sick Leave: If an employee must call in a request for sick leave, the caller must call the following number 202/719-6640.
5. Appropriate Medical Documentation: Appropriate medical documentation, such as a doctor's certification, may be requested to justify any sick leave request. An employee who takes three or more consecutive days of sick leave will be required to provide a doctor's certification covering the absences. To satisfy the requirements of this Article, a "doctor's certification" must include the following information:

- c. Medical facts supporting the need for sick leave;
 - d. The signature of the treating health care provider;
 - e. The approximate date that the employee will return to work (if documentation is provided prior to the end of the leave period).
6. **Return to Work Certification:** An employee returning from a sick leave absence of more than three consecutive days 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 with no restrictions;
 - b. Notification of any medical restriction on the employee's ability to perform his or her job duties;
 - c. The signature of the health care provider.
 - d. Any employee returning from leave of any kind of more than thirty (30) days consistent with the applicable federal regulations shall be required to return to OSSE HR with a physician's certification stating he/she can return to work without restrictions. Motor Vehicle Operators are also required to submit their commercial driver's license and DOT card to ensure both are current and active and the commercial driver's license has the P and S endorsements. Motor Vehicle Operators are also required to submit a certified driving record, if they have been on leave for a period of 30 days or more.
7. Original copies of all required medical documentation must be provided. Photocopies will not be accepted.
8. Employees who are absent and on sick leave for extended periods of time may be required to provide the Department with periodic reports on their status and intent to return to work, with appropriate medical documentation.
9. Failure to produce the requested documentation or to provide proper notice as set forth in this Article may result in discipline and/or the denial of an

employee is scheduled to work; or that includes a day for which the employee was previously denied annual leave.

11. **Leave Restriction**: Where management 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 a doctor's certification for each absence that is claimed as sick leave. Such leave restriction shall remain in effect for 90 calendar days. If the employee has shown significant improvement 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 be subject to sick leave restriction for an additional period of 90 calendar days. Nothing in this section shall prevent the Department from taking disciplinary action against an employee who is found to have abused the sick leave system. Supervisors who otherwise suspect fraudulent use of sick leave may also require the employee to provide appropriate medical documentation. Factors which may provide the Department with good reason to believe the employee has abused the sick leave privilege include, but are not limited to:
- a. The employee's failure to return for his p.m. assignment on payday or on the Monday following payday;
 - b. An attempt to call in and take sick leave on the date of a 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 following a vacation day or weekend;
 - e. Repeated absences from duty without permission and without reasonable cause;
 - f. Excessive tardiness;
 - g. Any unexcused leave without pay (LWOP).
12. **Excessive Absenteeism**: In cases of excessive absenteeism, employees will be subject to discipline, up to and including the possibility of termination.

following:

- a. Any bargaining unit member/employee who is in a pay status for the leave year shall accrue annually:
 - i. Three (3) days off for utilizing a total of no more than two (2) day of accrued sick leave.
 - ii. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
 - iii. One (1) day off for utilizing a total of no more than four (4) but no more than five (5) days of accrued sick leave
2. Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this article. Sick leave for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave when calculating eligibility for sick leave incentive leave under this article.
3. Time off pursuant to a sick leave incentive award shall be selected by the employee and required at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be giving 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. Request for time off shall be made on the standard "Application for Leave" form.
4. All incentive days must be used in full work 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: LEAVE WITHOUT PAY

Any request for leave without pay shall be submitted in writing (on a form to be provided by the Department) by the employee to his immediate supervisor. The request shall state the reason for the request and the length of time the employee desires.

not to exceed a period of one (1) year.

Section G: EDUCATION

1. Any employee after being scheduled for two thousand (2,000) hours, upon written request, may be granted a leave of absence without pay for up to but not to exceed a period of one (1) year for educational purposes.
2. Such written requests shall include a plan of the educational work to be undertaken during the period of such leave absence and shall be subject to approval by the Superintendent.

Section H: FAMILY MEDICAL LEAVE ACT

The Department shall comply with and provide benefits to the bargaining unit employees as provided in the Family Medical Leave Act (FMLA) (D.C. and Federal) of 1993, or as subsequently amended.

Section I: JURY DUTY

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

Section J: VOTING TIME

Employees eligible to vote may be granted a leave, without loss of pay, for the purpose of voting in any election or referendum on a civic matter in his or her community. 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

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 L: HOLIDAYS RECOGNIZED AND OBSERVED

1. The District of Columbia Government observes the below listed holidays which are set forth in Section 1-612.02 of the D.C. Code.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Emancipation Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

2. The Department shall also observe any other legal holidays declared by the District Government. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.
3. Employees shall be eligible for holiday pay under the following conditions: If a holiday is observed on an employee's scheduled day off or vacation, he shall not be charged leave or lose pay for the un-worked holiday.

Section M: HOLIDAY PAY

1. If an employee works on any of the holidays listed above, he shall be paid the following in addition to his regular rate of pay.
 - a. For the first eight (8) hours, the rate of pay for each hour worked shall be the same as his 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 1/2) times his regular hourly rate of pay.

shall be entitled to leave as set forth in Sections 1-612.03(m), (m-1), (m-2), and (m-3) of the D.C. Code.

Section O: MILITARY FUNERAL LEAVE

An employee is entitled to not more than three (3) days of leave without loss of or reduction in pay, leave or service to make arrangements for or attend the funeral or memorial service for an immediate relative who died as a result of a wound, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone.

Section P: LEAVE TO ATTEND CONFERENCES

1. At the discretion of the Director of Student Transportation, up to three (3) days of paid administrative leave per year, to attend conferences, workshops, conventions, and seminars, which are beneficial to the Department, 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 bi-annual convention shall be granted annual leave to attend in their official capacity.

Section Q: BEREAVEMENT

1. Three (3) days leave will be granted without loss of benefits and pay for the death of immediate relative. For the purpose of this section "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" (as defined in D.C. Official Code section 32-701) and related laws, and parents thereof, children (including adopted and foster children and children of whom the employee is the legal guardian and spouses thereof), parents, grandparents, grandchildren, brothers, sisters, and spouses thereof.
2. For purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or death certificate upon the Department's request.

- b. Failure to report for work without notification ("No Call-No Show").
2. The Division will consider a "No Call-No Show" to be a voluntary resignation and will act in accordance with this belief based on this irresponsible act by the employee. Moreover, any situation in which leave is ultimately denied and the employee is considered AWOL may warrant immediate removal.

Section S: Personal Leave

One (1) day personal leave will be granted per year after completion of the probationary period. The day will be selected by mutual agreement, and must be requested and approved in advance, with due consideration given to workload requirements. The personal leave day will not be cumulative from year to year; it must be used in the year it is granted.

ARTICLE XVII: COMPENSATION

Section A:

1. FISCAL YEAR 2013:

Effective the first day of the first full pay period beginning on or after April 1, 2013, the FY 2013 salary schedules of employees employed in bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public employee Relations Board shall be adjusted 2.5%.

2. 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 employed in bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public employee Relations Board shall be adjusted 2.5%.

4. 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 employed in bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 2.5%.

Section B:

Each Motor Vehicle Operator and Bus Attendant covered by this Agreement is guaranteed at least seven (7.0) hours of work at the employee's regular hourly rate for each regularly scheduled shift.

Section C:

Employees permanently assigned to Fifth Street and trained for those duties shall receive a premium of \$1.00 per hour in addition to their regular rate of pay.

Section D: Safe Driving (Drivers Only)

Employees will receive incentive pay if they have no preventable accidents in a year (\$200 per year).

Section E: Attendance

Employees will receive an incentive each quarter (every 3 months) if they do not use unscheduled leave in a 3-month period (\$200 per qualifying quarter).

The program will begin each year on the first DCPS school day in October and end on the last DCPS school day of that school year. Quarters will be measured within this time frame in three month increments:

Quarter 1: October, November, December

Quarter 2: January, February, March

Quarter 3: April, May, June

Section H: Systems of Record

1. On-time arrivals are measured by the GPS device. "On-time" means arriving to school no later than 10 minutes before the bell and no earlier than 30 minutes before the bell. (Note: If a GPS reading is unavailable for a given day, the dispatch log report will be used).
2. The Accident Review Board, which is made up of union representative and DOT management and meets monthly, will determine whether an accident is preventable or non-preventable.
3. PeopleSoft is the system of record for tracking unscheduled leave.

ARTICLE XVIII: CONTRACTING OUT

Section A:

The Department and the Union agree that any proposal to contract out services will be in accordance with the District of Columbia "Equity in Contracting Amendment Act of 2000, as subsequently amended."

Section B:

In accordance with regulations and procedures issued by the DCHR, each employee shall have the right to examine the contents of his personnel file upon request,

Section C:

An employee shall have the right to answer any material filed in his personnel file and his answer shall be attached to the material to which it relates.

Section D:

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

Section E:

An employee shall be notified of any confidential material which is placed in his personnel file.

Section F:

Upon written authorization by an employee, the Union representative may examine the employee's personnel file upon presentation of such authorization.

ARTICLE XX: DRUG FREE WORK ENVIRONMENT

The parties agree to follow procedures as required by the Federal Government related to drug testing for commercial drivers and attendants. As the government agency responsible for transporting students to and from school, it is incumbent upon the parties to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances or alcohol, not authorized by a physician, continues to be prohibited either on school premises, at school related activities, on school property, or during off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. In addition,

Neither the Department nor the Union will discriminate in any way against any employee in violation of applicable law.

Section B:

The Department shall prohibit sexual harassment, hostile work environment(s) and shall prohibit retaliation for filing complaints relating to such through the Equal Employment Opportunity Program as approved by the District of Columbia Office of Human Rights.

Section C:

The Department and the Union agree to the principle of "equal pay for equal work" and shall jointly consider remedies for any violation of such.

ARTICLE XXII: SENIORITY

Section A:

Seniority shall be established based on Article II, Section D.

Section B:

Every six (6) months the Department shall furnish the Union with a seniority list showing the continuing service of each employee within the bargaining unit, including date of hire, work location, job title classification, salary and grade.

Section C:

A dispute concerning application of the seniority provision of this Agreement shall be a proper subject for the grievance procedure ending in binding arbitration, except as specified in the Definition section

Section E:

Paragraphs C and D of this Article will be interpreted consistent with law.

Section F:

When bidding on routes at the beginning of the school year, employees' seniority will be one of the factors applied in the distribution of routes/runs.

Section G:

A reassignment requested by an employee to another route/run shall be effected by mutual agreement: the employee's seniority will be one of the factors considered.

ARTICLE XXIII: OVERTIME

Section A:

Overtime shall be assigned on a voluntary basis. A sign-up sheet will be posted quarterly in the employees' trailer and monitored by the terminal manager (or designee). Overtime will be offered based on availability at each terminal and based on seniority and sign up date. The Overtime Schedule will be posted at each terminal at the beginning of every three months. Employees are responsible to review the schedule and be available for their assignment.

Section B:

In the event an employee fails to carry out their Overtime Assignment at any time within the quarter and does not provide an approved leave request, they will lose their opportunity to be re-assigned for the remainder of the quarter.

Section B:

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

ARTICLE XXV: COPIES OF THIS AGREEMENT

The Parties agree that copies of this Agreement shall be available in PDF format on the Department's website. Copies will be supplied by the parties, cost to be shared.

ARTICLE XXVI: OPTICAL AND DENTAL BENEFITS

Section A:

Subsequent to the receipt by the Transportation Administrator of any judicial approval that may be necessary for implementation, 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, the Department agrees to provide the following amount for an optical insurance plan to be contracted for by the Union and approved by the joint Department-Union committee:

2013-2017: \$11.00 dollars 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, the Department 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:

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 Department, after surveying the unit employees, the names and number of employees to be carried under individual and family status. The Department will make available to the providers appropriate records in an appropriate format to enable the provider to fulfill this requirement.
6. The Department 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 the Department's obligation to provide information as set out above, the benefit providers shall be responsible for identifying to the Department the name of the designated employee for whom the premium is to be paid.
7. 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. The Department 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 the Department. The Union's proposed contract with a plan provider shall be presented to the Department for comment fourteen (14) days before the contract is executed. The OSSE's comments and suggestions will be carefully considered. The Department-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) Department representatives.
8. The plan providers shall be required to respond to reasonable requests for information submitted by the Union and/or the Department. The Union and the Department 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. The Department shall be permitted to recover any premiums that were improperly paid, or that were paid for employees who were ineligible to receive benefits.

Section A:

Effective the first full pay period on or after October 1, 2014, the Employer shall make a monthly contribution of five dollars (\$5.00) for each bargaining unit member toward a pre-paid legal service plan. The Employer shall make monthly contributions directly to the designated provider of the legal services program.

Section B:

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

Section C:

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

Section D:

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

ARTICLE XXVIII: METRO PASS

Beginning the first full pay period after October 1, 2014, the employer 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.

Section A:

The parties to the Agreement recognize the need to prevent and proscribe violence in the workplace in order to preserve the health and safety of OSSE employees.

Section B:

Any effort to threaten or physically intimidate another employee by aggressive verbal confrontation, cursing, physical gestures suggesting the potential for striking or similar actions will be considered a violation of the Agreement's violence in the workplace proscription and will not be tolerated.

ARTICLE XXXI: PROBATIONARY EMPLOYEES

An employee serving a probationary period shall not be entitled by virtue of this Agreement to any rights or privileges that exceed or conflicts with the provisions of the Comprehensive Merit Personnel Act, the District Personnel Manual, or any Department rules and regulations governing probationary employees.

ARTICLE XXXII: UNIFORMS

Section A:

The Department shall provide such uniform, including protective clothing, or any type of protective device that the Department requires the employee to wear as a condition of employment. When provided, uniforms must be worn while on duty. Closed-in-shoes, socks or stockings, sweaters, and belts shall be furnished by the employee at his/her own expense. The official uniform items of the Department are:

| | | | |
|--------|-----------------------|-----------|------------------|
| JACKET | WINTER | PANT NAVY | UTILITY PANT |
| JACKET | WINDBREAKER W/ ZIPPER | PANT NAVY | POLY PANT |
| JACKET | RAIN JACKET W/ HOOD | PANT NAVY | 75/25 PLAIN PANT |

| | | | |
|-------------------------|---------------------------------|-------|------------------|
| SWEATER | COMANDO LONG SLEEVE PULLOVER | BELT | SHOES DRESS |
| THERMAL UNDERCLOTHES | WHITE/BLUE | SOCKS | BLACK/BLUE/WHITE |

Section B:

A Uniform Labor-Management Committee composed of equal numbers of labor and management representatives shall determine the types of uniforms and equipment needed.

Section C:

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

Section D:

If an employee is pregnant and on active duty, the Employer shall make available suitable uniform clothing, upon the employee's request.

Section E:

Discussion of uniforms and protective gear is an appropriate subject for labor management discussions. At any time, the Union may submit in writing to management recommendation regarding uniforms. Management agrees to meet with a representative of the Union to discuss these recommendations.

Section F:

A Uniform Labor-Management Committee composed of equal numbers of labor and management representatives shall determine the types of uniforms and equipment needed.

ARTICLE XXXIII: LABOR-MANAGEMENT PARTNERSHIP

The Union and the Department enter into this Partnership Agreement in order to work jointly for the continuous improvement of the transportation services, student achievement, working conditions, job performance, organizational effectiveness, and operations efficiency. Both

The parties will work to improve the relationship between the Union and the Department to explore and develop work effectiveness. The parties agree to participate in joint training in problem-solving, conflict resolution techniques, consensus building, interpersonal communication, and other related skills necessary to develop cooperative labor-management relations.

Section B:

It is agreed that the Labor Management Partnership Committee, including the Director of Student Transportation, and the Union, including the President of the Union, shall meet every month or as otherwise mutually agreed to by the Parties to further labor-management cooperation. In addition to the Director of Student Transportation and the Union President, both Parties shall each designate four (4) employee members to serve on this Committee.

Section C:

The Parties agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meetings. If unusual circumstances or timeliness of events do not allow for discussion of items on the agenda submitted in advance of the meeting, the issues thus presented might either be discussed by both parties or tabled for later discussion by either Party.

Section D:

The members of the Labor Management Partnership Committee appointed by the Union shall be granted official time to attend the Labor Management Partnership Committee Meetings when such meetings occur during the regular working hours of the employees.

Section E:

Minutes of the Labor Management Partnership Committee will be prepared by the Department and will be furnished to the Union ten (10) working days before the next Labor Management Partnership Committee meeting.

Section F:

The Labor-Management Partnership Committee will develop a method by which it will measure and monitor the effectiveness of the cooperation effort.

Section H:

The Department and the Union shall discuss the impact of personnel rules on employees at Labor Management meetings. These discussions shall also include the method of communicating such rules to the Union and employee(s).

ARTICLE XXXIV: LOCKERS

At such time as the Division of Transportation acquires additional space for transportation facilities, or relocates the transportation facility, due consideration will be given to providing lockers for appropriate transportation personnel. Should the Division of Transportation decides not to provide lockers at that time, it shall state in writing to the Union its rationale for making such a decision.

ARTICLE XXXV: 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 1 & 2 Agreement.

ARTICLE XXXVI: ADMINISTRATIVE CLOSINGS

Section A:

1. The parties agree that when emergency employees are required to work when all other OSSE employees are released for administrative closing; 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 essential positions annually. Each essential employee shall be notified of essential status of his/her position annually.

An administrative closing is defined as a situation that causes a disruption in the operation of OSSE or a general suspension or interruption of District of Columbia operations.

ARTICLE XXXVII: RUN/BID COMMITTEE

Section A:

The parties agree that there shall be a committee composed of not more than four (4) appointed by the Union and four (4) members appointed by the Superintendent. The Committee will be co-Chaired by the Director of Operations/designee and the Executive Director of the Union/designee. Within twenty (20) days of the signing of this agreement, the assigned committee members agree to meet. The parties will meet to exchange views and information, address mutually advantageous ways to improve the effectiveness of the Run/Bid process.

Section B:

The Committee shall discuss:

1. Seniority
2. Assignment of Routes
3. Education/Training
4. Compensation
5. Summer Routines

Section C:

These meetings shall take place before the latter part of June and the middle of August of each year (Run/Bid).

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.

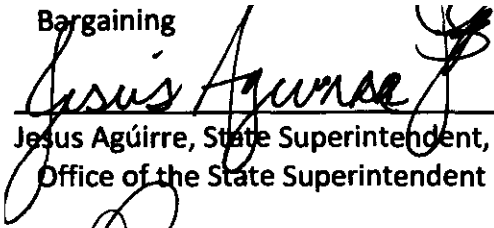
Section C:

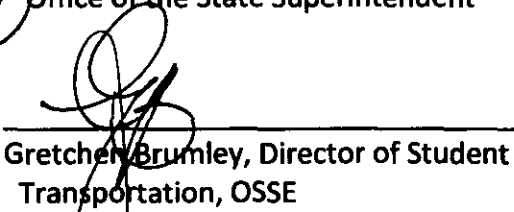
It is agreed that any request by either party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all parties mutually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

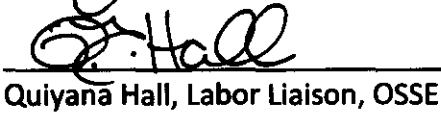
Section D:

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Department's direction and control. However, when a Department order or regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiations. Once negotiations are requested, the parties shall begin bargaining over the impact within ten (10) working days. Such bargaining shall continue for up to thirty (30) working days. If no agreement has been reached between the parties, the matter shall be referred to "mediation-arbitration." Implementation shall be contingent upon the arbitrator's decision.

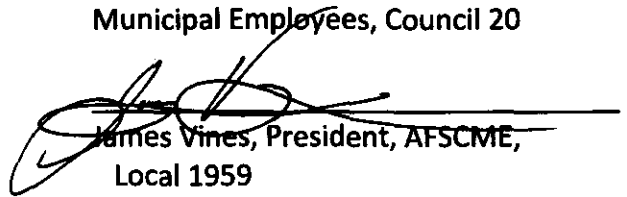
Bargaining


Jesus Aguirre, State Superintendent,
Office of the State Superintendent

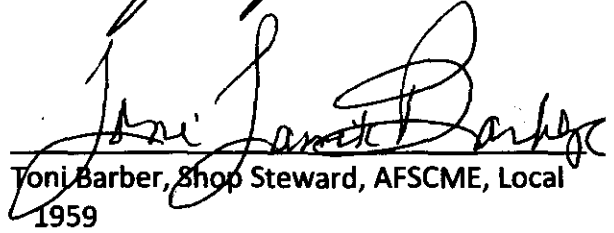

Gretchen Brumley, Director of Student
Transportation, OSSE


Quiyanā Hall, Labor Liaison, OSSE

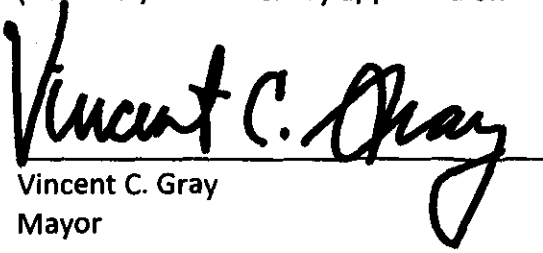
Municipal Employees, Council 20


James Vines, President, AFSCME,
Local 1959


Cory Upchurch, VP, AFSCME, Local 1959


Toni Barber, Shop Steward, AFSCME, Local
1959

(2001 Ed.) and is hereby approved on this 7th day of October, 2014.

A handwritten signature in black ink that reads "Vincent C. Gray". The signature is written in a cursive style and is positioned above a horizontal line.

Vincent C. Gray
Mayor