

**COMPENSATION AND WORKING  
CONDITIONS AGREEMENT**

**BETWEEN**

**THE  
OFFICE OF THE STATE  
SUPERINTENDENT OF EDUCATION,  
DIVISION OF TRANSPORTATION**

**AND**

**TEAMSTERS LOCAL 639**

**April 1, 2013 – September 30, 2016**

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## **ARTICLE 1: RECOGNITION: COVERAGE**

### **Section A:**

Local 639 has been certified by the PERB to represent the following members:

#### **TRANSPORTATION AND WAREHOUSE SERVICE UNIT**

Automotive Mechanic  
Bus Attendant  
Motor Vehicle Operator  
Warehouse Leader  
Warehouseman

### **Section B:**

The OSSE recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, hours and other conditions of employment for all employees in the occupational unit and classifications as hereinafter defined:

### **Section C: TRANSPORTATION:**

All Senior Motor Vehicle Operators and Senior Bus Attendants employed in the Division of Transportation in the OSSE System, excluding 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 D:**

In accordance with the June 16, 2005 written agreement entered into by the Transportation Administrator, Thomas Ratliff on behalf of Teamsters Local 639, and Clifford B. Janey on behalf of OSSE, the title "Senior Motor Vehicle Operator" refers to those job positions within the Division of Transportation that were previously labeled "Full-Time Bus Driver" or "Full-Time Motor Vehicle Operator," and the title "Senior Bus Attendant" refers to those job positions within the Division of Transportation that were previously labeled "Full-Time Bus Attendant."

### **Section E:**

Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the Division and the direction of the employees covered by this Agreement is vested exclusively in the Office of the State Superintendent of Education.

## **ARTICLE 2: DEFINITIONS**

### **Section A**

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

1. Employer -- The term "Employer" shall mean the Office of the State Superintendent for Education (OSSE).
2. Union -- The term "Union" shall mean Teamster Local 639, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union.
3. Employee -- The term "Employee" shall mean all employees covered by the Agreement.
4. Term of this Agreement -- The phrase "Term of this Agreement" shall mean the period during which this Agreement is in force and effective as provided herein.
5. Collective Bargaining -- The term "Collective Bargaining" means negotiations between the OSSE and the Union on matters of wages, hours and other conditions of employment.
6. 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.
7. Supplemental Agreement -- The term "Supplemental Agreement" means any additional agreement, supplement, amendment or extension mutually agreed to between OSSE and the Union.
8. Director -- The term "Director" means the Director of Student Transportation Services.

## **ARTICLE 3: EXTRA CONTRACT AGREEMENTS**

The OSSE agrees not to enter into any agreement or contract with its employees, as employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 4: SENIORITY**

### **Section A:**

Principle of Seniority -- Everything being equal, seniority shall apply but fitness and ability shall be considered at all times. Seniority is defined as total length of service with the employer. There shall be a one (1) year probationary period. Discharge or resignation shall constitute a break in service. The last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. This shall not be interpreted or applied in any way inconsis-

tent with federal law and/or D.C. Law. For the purpose of application under this Agreement, seniority shall be maintained on an occupational unit basis.

**Section B:**

Every October 1, OSSE shall furnish the Union with a seniority list showing the continuous service of each employee represented by the Union by occupational unit.

**Section C:**

An employee shall lose his seniority for the following reasons:

1. S/He quits or retires.
2. S/He is discharged and the discharge is sustained.
3. S/He obtains leave under false pretenses or engages in other employment during a leave of absence.
4. S/He does not notify the OSSE Division of Transportation of his desire to return to work five (5) days prior to the expiration of the extended leave of absence.

**Section D:**

A dispute evolving under application of the seniority provision of this Agreement shall be a proper subject for the grievance procedure ending in binding arbitration, unless such dispute is not appropriate for arbitration, consistent with applicable law.

**ARTICLE 5: UNION ACTIVITIES**

**Section A: Union Stewards**

Union Stewards shall be elected by membership of the Union and shall be recognized as employee representatives in each work site. Union stewards shall be employed at the same work area or shifts as employees they are designated to represent. When a union steward is transferred by an action of management (not including promotion or transfer at the employee's request), the steward may continue to act as a steward for his/her former work site for a period not to exceed thirty (30) days from original notification. The Union will supply the Division with lists of steward names which shall be posted on appropriate bulletin boards. The Union shall notify the Division of changes in the roster of Stewards. Stewards are authorized to perform and discharge Union duties and responsibilities which may be assigned to them under the terms of this Agreement.

**Section B: Time for Performance of Duties**

Stewards shall obtain permission from their immediate supervisors prior to leaving their work assignments to properly and expeditiously carry out their duties during a reasonable amount of official time to be estimated in advance whenever possible. Before attempting to see an employee, the Steward will obtain permission from the employee's supervisor. Such permission will be granted unless the employee cannot be immediately relieved from his/her assigned duties, in which case permission will be granted as soon as possible thereafter. If the immediate supervisor is unavailable, permission will be requested from the next highest level of supervision. Requests by stewards

for permission to meet with employees and/or by employees to meet with Stewards will not require prior explanation to the supervisor of the problem involved other than to identify the area to be visited and the general purpose of the visit, i.e., grievance investigation, labor-management meetings, negotiation sessions, etc. A steward thus engaged will report back to his/her supervisor on completion of such duties and return to his job. The Division agrees that there shall be no restraint, interference, coercion, or discrimination against a steward in the performance of such duties.

## **ARTICLE 6: DRUG TESTING**

If employees are required to have annual drug tests, the following provisions will apply. As the government institution responsible for the education, safety and well-being of students, and in the schools, it is incumbent upon us to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances or alcohol, not authorized by a physician, continue to be prohibited either on school premises, at school-related activities, or in off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. Employees may not use prescribed drugs that will affect their performance, e.g., medical marijuana. In addition, we recognize that off-the-job use may signal a risk of use on the job. Employees are covered by the Child and Youth Safety Health Act of the District of Columbia.

### **PROCEDURES**

#### **1. Types of Tests and Drugs**

- A. A routine drug screening test, using the thin layer chromatography method, will be used to screen for the following drugs:

#### **DRUGS SCREENED**

1. Amphetamines
2. Methamphetamines
3. Phenmetrazine
4. Morphine or Heroin
5. Codeine
6. Demerol
7. Dilaudid
8. Quinine
9. Darvon
10. Methadone
11. Cocaine, Free
12. Cocaine, Metabolite (Benzoylcoaine)
13. Phenobarbital
14. Short Acting Barbiturates (Phento-, Seco-, Smo-, Butabarbital)
15. Pencyclidine (PCP)
16. Methaqualone
17. Phenothiazine
18. Cannabinoids
19. Alcohol
20. Any other illicit or controlled substances



- B. If marijuana is detected in the initial testing, a confirmation test will be performed using the gas chromatography/mass spectrometry method.
- C. All tests shall be conducted using screening and confirmation detection limitations consistent with currently established testing methods and capabilities.

## **2. Sample Collection Site**

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

## **3. Chain of Custody**

Specific procedures shall be followed to ensure accuracy of test results, authenticity of samples, and confidentiality. These procedures shall be explained to each employee prior to the collection of his or her sample. The procedures to be observed are as follows:

- A. Each employee is to be called to the collection area individually and given an opportunity to discuss the procedures which will be employed.
- B. The employee will execute a release of information form permitting the results of the test to be provided to necessary OSSE officials.
- C. The employee will be given a sterile pre-labeled collection bottle and sent to a private bathroom for the collection of the urine. The employee will be instructed to wash and dry his/her hands thoroughly prior to urination and to return the bottle to a designated employee of the collection facility.
- D. The collection site personnel shall inspect each specimen, in the presence of the employee, for warmth, color and signs of contaminants. Any unusual findings must be indicated on a chain-of-custody form. If the specimen appears suspicious, a new specimen must be collected under direct observation by a person of the same sex.
- E. Following inspection, the specimen will be immediately poured into a shatterproof container. The container will be securely capped and sealed with security tape or other sealable apparatus. The employee must then initial over the sealed area of the bottle. In addition to the employee's name, the container shall be labeled with the employee's social security number, the name of the collection site, and the date and time of the collection. The sample will remain in the view of the employee until it is sealed, initialed and placed in the envelope.
- F. Specimens will be properly refrigerated and stored, in a secured area, to retain for testing. The specimen must be securely maintained at all times and chain of custody forms must be signed by all personnel handling the specimen whether for transportation, testing or storage. Every effort must be made to minimize the number of people handling the specimen in order to simplify and tighten the overall security. Any damage to a specimen must be immediately reported to the appropriate OSSE official and the employee will be scheduled for a new collection.
- G. Specimens which test negative shall be disposed of as soon as possible. Specimens which test positive shall be automatically confirmed using a test which is different in

format and chemical theory from the initial test procedure. All confirmed positive specimens shall be placed in long term frozen storage for a period of eighteen (18) months. If, at the end of this period, the storage facility has not been advised of the need to retain the specimens indefinitely, the specimens will be discarded.

#### **4. Testing Results**

- A.** Employees shall be immediately advised of their test results in a confidential manner. All employees who test positive shall be advised of the type of disciplinary action which will be imposed against them and of their appeal rights.
- B.** An employee who has once tested positive, and who is retained in an employment status with OSSE, will thereafter be subject to drug testing, without advance notice, during the school year in which the drug test was originally performed and the next succeeding school year.
- C.** Employees who test positive and who are suspended rather than terminated, will be required to consult with the OSSE Employee Assistance Program (EAP) and to participate in any counseling required as a result thereof. Supervisors shall monitor the employee's progress and certify that the employee has complied with the requirements of the EAP.
- D.** Results of tests conducted by OSSE pursuant to this directive shall not be provided to any agency, whether public or private, or to any individual within OSSE other than those with a demonstrated need to know.

#### **ARTICLE 7: INSPECTION PRIVILEGES**

Accredited representatives of the International Brotherhood of Teamsters, whether local Union representatives, Joint Council, Eastern Conference or International representatives, shall be allowed on OSSE facilities during the non-work period of employees covered by this Agreement to discuss Union business relative to the terms and conditions of this Agreement with them. Any Union representatives desiring to visit OSSE facilities shall first secure permission from the administrator in charge and shall advise him/her of the reason for such visit. Employees shall not be hindered from fulfilling their work assignments.

#### **ARTICLE 8: SERVICE FEES**

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union represents evidence that at least 51% of the employees in the unit are members of the Union.

## **ARTICLE 9: DUES & INITIATION FEES DEDUCTIONS**

### **Section A:**

Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement, the OSSE will insure the proper deductions biweekly from the pay of each such employee all dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions within seven (7) working days whenever possible, from when the deduction is made. The dues check-off authorization may be canceled by the employee at any time upon written notification to the Union and the Employer. When Union dues are canceled, the employer shall withhold a service fee in accordance with Article 8, Service Fees. Employee authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB) on D.C. Form 277 or other form identified by OLRCB.

### **Section B:**

The Employer shall deduct \$.10 deduction (dues or service fee) per pay period from each (dues or service fee) per pay period from each employee who has dues or service fees deducted. This amount represents the fair value of the cost to the Employer for performing the service of payroll deduction.

### **Section C**

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

### **Section D**

The Union shall be solely responsible for providing notices to all its members concerning their constitutional rights under Hudson v. Chicago Teachers Union and related cases.

## **ARTICLE 10: DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE) AUTHORIZATION AND DEDUCTION**

### **Section A:**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employees earned a wage. DRIVE deductions and the revocation of such deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement Services, District of Columbia Government.

**Section B:**

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the employer as a result of the deduction of DRIVE contributions, the amount held to the improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

**ARTICLE 11: CREDIT UNION CHECKOFF**

**Section A:**

The Employer agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Credit Union designated by Drivers, Chauffeurs and Helpers, Local Union 639, bi-weekly. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's net earnings shall be less than the amount authorized for deductions.

**Section B:**

Credit Union deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement Services, District of Columbia Government. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

**ARTICLE 12: LIE DETECTOR TEST**

The Division shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test. No provision of this article shall apply to the extent that it may be prohibited by law.

**ARTICLE 13: BULLETIN BOARDS**

**Section A:**

Available space on existing OSSE bulletin boards provided primarily for employee information and internal communications in locations where there are members of the bargaining units employed may be used by the Union to post materials dealing with:

1. Recreational and social affairs of the Union

2. Union elections
3. Report of the Union
4. Union meeting notices

**Section B:**

Notices and announcements shall not contain anything political or of a libelous nature.

**Section C:**

The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

**ARTICLE 14: PERSONNEL FILES**

**SECTION A:**

The official files of all personnel within the units covered by this Agreement shall be maintained in the Department of Human Resources (DCHR) in accordance with its policies and procedures. It is understood that OSSE may retain its own files.

**Section B:**

Upon request and in accordance with applicable rules and regulations, each employee shall have the right to examine the content of his personnel file, in the presence of a representative of the DCHR.

**Section C:**

An employee shall have the right to answer any material filed in his official 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 F:**

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

**ARTICLE 15: DISCIPLINE AND DISCHARGE**

**Section A:**

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; causes or may result in

damage to school property; or otherwise threatens the public health, safety or welfare. Any employee charged with committing a crime involving alleged conduct which could threaten the safety of any student or any employee, or which could threaten the safety or integrity of the operations of the Transportation Division or OSSE, may be suspended immediately pending a complete investigation of the matter. In all other cases, disciplinary measures shall be taken in the following order:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Discharge

**Section B:**

Any disciplinary action or measure imposed upon an employee, if hand delivered or post marked (if mailed) shall be given within fifteen (15) workdays of completion of the investigation of the matter upon which the proposed action is based. OSSE will notify the Union's president by e-mail of the commencement of an investigation.

**Section C:**

If the OSSE has reason to reprimand an employee, it shall be done in a manner that will not unnecessarily embarrass the employee before other employees or the public.

**Section D:**

For suspension actions of five (5) workdays or more, or discharge, an employee shall be notified in writing with a copy to the Union no later than fifteen (15) workdays prior to the effective date. The notice shall include the intended action, with reasons for the action so stated. From within five (5) workdays of the receipt of the notice, the employee has the right to reply in writing, or in person, to all charges and to furnish any statements in support of his reply. The decision shall go into effect as stated unless, upon consideration by the responsible official of all relevant facts, the action is to be modified, at which time the employee and the Union shall be so notified, in writing, of the modification.

**Section E:**

The OSSE shall not discharge any employee without just cause.

**Section F:**

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

### **Section G:**

Any employee found to be unjustly suspended or discharged shall be reinstated as provided in the award and subject to any set offs, etc., required by the District Personnel Manual.

### **Section H:**

In cases involving suspension of less than five (5) days only, no employee shall be suspended without first being given an advance written notice of five (5) workdays. A copy of such written notice shall also be sent to the Union.

### **Section I:**

The following infractions are basis for immediate termination:

1. Failure to deliver student to prescribed adult.
2. Dishonesty, theft, or stealing of property belonging to visitors, employees, or the organization.
3. Failure to report for review of criminal records or for health examination after due notice.
4. Abandonment of position. Three days – no call/no show except for demonstrated extenuating circumstances.
5. Evident unfitness for service.
6. Lewd or immoral conduct or behavior involving employees or students, immoral or lewd conduct outside of work that adversely affects the ability of the employee to perform duties of position, sexual harassment of employees or students.
7. Possession of drugs or any alcoholic beverage on or in OSSE/ school property before, during, or after work hours, or reporting to work under the influence of alcohol or drugs, habitual drunkenness or addiction to alcohol or drugs or dealing in drugs for purposes of furnishing or selling drugs or drug paraphernalia.
8. Assault or battery on students or employees of OSSE.
9. Deliberate destruction or waste of OSSE's property, materials, or equipment.
10. Positive testing for drugs or alcohol at a level determined to be in violation of federal standards.
11. Threatening, intimidating, coercing, or interfering with other employees or supervisors on the premises of the OSSE.

## **ARTICLE 16: GRIEVANCE PROCEDURE**

### **Section A:**

A grievance is hereby defined as any complaint that there has been a violation, misapplication or misinterpretation of this Agreement.

Any grievance arising between the OSSE and the Union or an employee represented by the Union shall be settled in the following manner:

#### **STEP 1**

An employee and/or the Union shall initially present any grievance to the grievant's terminal manager within ten (10) working days after the Union first acquires knowledge of the matter or matters upon which the grievance is based. If a grievance is presented on behalf of more than one grievant and at least two grievants report to different immediate supervisors, the grievance may be presented at Step 1 to the immediate supervisor of any grievant.

#### **STEP 2**

If a grievance is not settled at Step 1, the grievance must be presented in writing to the Division of Transportation's Chief of Bus Operations within five (5) working days after the grievance was presented to an immediate supervisor at Step 1. The written grievance shall include:

- (a) the name(s) of all employee(s) involved;
- (b) a statement of the facts giving rise to the grievance;
- (c) specific identification of the provisions of this Agreement alleged to have been violated;
- (d) the specific relief requested.

The Chief of Bus Operations or that official's designee, shall meet and discuss the matter with the grievant and the Union and shall render a written decision on the grievance within ten (10) working days after the Step 2 meeting.

The written grievance 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 written grievance.

#### **STEP 3**

If the grievance is not resolved within ten (10) working days after the Union receives the Step 2 decision from the Chief of Bus Operations or that official's designee, the Union may then file the grievance with the Superintendent within ten (10) working days of receipt of the Step 2 response or the date that the response was due.



#### **STEP 4**

- a. Either party may request in writing that the grievance be referred to final and binding arbitration within thirty (30) calendar days after the Union receives the Step 3 decision. Otherwise the right to arbitration is waived as to that grievance. The parties shall attempt to select a mutually agreeable and impartial Arbitrator within ten (10) calendar days after receipt of a timely written request for arbitration. In the event that the parties are unable to agree, the matter shall be referred to the Federal Mediation and Conciliation Service (FMCS) within thirty (30) calendar days. The parties shall reply with their preferred selections no later than ten (10) working days after receipt of a list of arbitrators from the FMCS. The expense of any Arbitrator selected or appointed shall be borne equally by the Division and the Union.
- b. Within ten (10) calendar days after receipt of the arbitration panel, the parties shall select an arbitrator. If the parties do not select an arbitrator within the timeframe outlined in this section, the parties shall deem the demand for arbitration withdrawn and the matter shall no longer be contended as a dispute between the parties.

#### **Section B:**

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any questions of procedural arbitrability.

#### **Section C:**

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved. If either party fails to comply with the award of the Arbitrator or with the procedures of this Article, the other party has a right to take all legal action to enforce compliance.

#### **Section D:**

The Local Union, or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

#### **Section E:**

The Step 3 procedures set forth herein may be invoked only by an authorized representative of the OSSE and the Union.

#### **Section F:**

Employees have the right to have a Shop Steward or a representative of the Union present during the discussion of any grievance with representatives of OSSE.

**Section G:**

Any employee may present a grievance at any time to his or her employer without the assistance of the Union. However, the Union has the right to attend any such grievance meeting and present its views concerning the grievance.

**Section H:**

Employees who have not completed their one-year probationary period may not grieve the OSSE's termination of their employment.

**Section I:**

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.

**ARTICLE 17: NO STRIKES AND NO LOCKOUTS**

**Section A:**

During the life of this Agreement, the Union shall not cease or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through slowdowns, strikes, work stoppages, or otherwise, nor will the Board engage in any lockouts against any employee covered by this Agreement.

**Section B:**

It is agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work.

**ARTICLE 18: UNIFORMS**

**Section A:**

The Division shall provide for any employee such uniform including protective clothing or any type of protective device that the Division 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 Division 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, will make recommendations to the Division 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 19: SAFETY COMMITTEE**

A Safety Committee shall be formed no later than thirty (30) calendar days after the signing of this Agreement.

**ARTICLE 20: SAFETY AND HEALTH**

**Section A: Working Condition**

1. The Division of Transportation shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Division will make every effort to provide and maintain safe working conditions; the Teamsters Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.
2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended).
3. The Division of Transportation shall furnish and maintain each work place in accordance with standards provided within this Section.

**Section B: Employees Working Alone**

Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others where dangers chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery are to be handled, or in known dangerous situations whenever the health and safety of an employee would be endangered by working alone.

**Section C: Corrective Actions**

1. If an employee observes a condition which he or she believes to be unsafe, the employee should report the condition to the immediate supervisor.
2. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

3. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her Teamster representative, and shall make a determination.

**Section D: DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

1. The Division shall not require employees to the Division shall not require employees to take out on the streets or highways any vehicle or operate any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint. After equipment is repaired, the Division shall place on such equipment an "OK" in a conspicuous place so the employee can see the same.
2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, on in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Division, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Division of Transportation and shall turn in all available names and addresses of witnesses to the accident.
3. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Division and shall be made in multiple copies, one copy to be retained by the employee. The Division shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.
4. When the occasion arises where an employee gives written notice on forms in use by the Division that a vehicle or equipment is in an unsafe working or operating condition, and receives no consideration from the Division, he shall take the matter up with the officers of the Union who will take the matter up with the Division.

**Section E: Medical Services: On-the-Job Injury**

1. The Division of Transportation shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the Division shall arrange immediately for transportation to an appropriate medical facility.
2. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate agency officials.

**Section F: Safety Devices and Equipment**

Protective devices and protective equipment shall be provided by the Division and shall be used by the employees.

**Section G: Safety Training**

1. The Division shall provide safety training to employees as necessary for performance of their job.
2. Issues involving safety training may be presented to the Safety Committee established in Article 19.
3. The Division shall provide CPR training to all employees who request such training.

**Section H: Information on Toxic Substance**

1. The Division shall provide to Teamsters information available to the Division concerning hazardous toxic substances present at the job site and known to the Division with which employees are likely to come into contact. The information provided shall include the trade and generic names of the substance, safe levels of exposure, corrective actions in case of accident and emergency treatment.
2. Information concerning toxic substances in current usages shall be provided within 180 days after this Agreement is implemented. Thereafter, information concerning new substances shall be provided to the Teamsters when such substances become known to the Division.
3. Information concerning toxic substances shall be provided to new employees when they begin work.

**Section I: Safety Award Program**

On January 1<sup>st</sup> of each year of the contract, the Employer shall provide the employees with a Safety Award Program, to include incentive awards for motor vehicle operators and attendants without vehicle infractions for each year of service.

**Section J: Light Duty**

There are no light duty assignments available within the Division of Transportation. This Agreement shall be construed and applied at all times in a manner consistent with the Americans with Disabilities Act and the District of Columbia Human Rights Act.

**ARTICLE 21: LOSS OR DAMAGE**

**Section A:**

Employees shall report any loss, damage, or destruction of school property to the supervisor immediately upon becoming aware of such loss, damage or destruction.

**Section B:**

Negligent loss or damage of property possessed, controlled or owned by the OSSE may result in discipline.

**ARTICLE 22: INCLEMENT WEATHER WORK**

**Section A:**

1. Any full-time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work. Employees who are scheduled for less than eight (8) hours will be assigned to work their regular schedule. If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is not other work available in line with his/her normal duty, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay. Employees working on snow detail or who are required to shovel snow shall be assigned in the following order:
  - a. Volunteers
  - b. Employees less than 40 years of age
  - c. In the inverse order of seniority
  
2. Any employee designated as an emergency employee by the Superintendent will be paid the applicable straight time rate for the hours they work while the system is closed. These employees will receive additional compensation in the form of compensatory time for the time they worked while the system was closed. Any non-emergency employee who works a full shift during a late opening or early closing day will receive one (1) hours pay in addition to their regular pay.

**Section B: Reporting Time**

During inclement weather where the District Government has declared an emergency, Employees (other than those designated emergency employees) will be given a reasonable amount of time to report for duty without charge to leave. Those employees required to remain on their post until relieved will be compensated at the appropriate overtime rate or will be given compensatory leave for the time it takes his/her relief to report for duty.

**Section C:**

By December 1 of each year, volunteers may sign up for inclement weather duty. Terminal managers will determine the number of volunteers needed. Such volunteers are expected to report for duty under all inclement weather conditions. Employees covered by this Agreement are emergency.

**ARTICLE 23: POSITION DESCRIPTION AND CLASSIFICATION**

**Section A:**

An employee shall be issued a copy of his position description upon assignment and when there is any change in the job description. In those instances where it is not administratively possible at the

time of an assignment or change in job description, the employee shall receive his position description within thirty (30) workdays.

**Section B:**

The classification and review of an employee's position shall be accomplished in accordance with the Comprehensive Merit Personnel Act of 1978, as amended, and regulations issued pursuant thereto.

**Section C:**

Employees desiring to appeal the classification of their positions may obtain the instructions for such from the Classification Officer, D.C. Department of Human Resources, as this appeal is not a subject for the grievance and arbitration procedure contained in this Agreement.

**Section D:**

Any bus driver or bus attendant who possesses and performs the skills necessary to safely and properly load, transport, and unload a child in his/her wheelchair on a daily basis (including the ability to operate wheelchair lifts and the ability to safely unload wheelchair-bound children without use of the wheelchair lift in the event that the lift is not operational) shall earn a premium of \$1.00 per hour in addition to the employee's regular rate of pay for all hours worked on a route servicing one or more students with wheelchairs. Any bus driver or bus attendant who possesses and performs sign language skills on a daily basis shall earn a premium of \$1.00 per hour in addition to the employee's regular rate of pay for all hours worked on a route that requires the use of sign language to communicate with one or more students. An employee must be properly trained to handle wheelchairs in order to be assigned to a wheelchair route, and an employee must be properly trained to perform sign language in order to be assigned to a sign language route.

**ARTICLE 24: TRAINING AND CAREER LADDER**

**Section A: BASIC TRAINING**

Other than skills necessary to qualify for the position, the Division agrees to provide each employee with basic orientation for the performance of his/her job. Such training shall be provided at the Division's expense and, if possible during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with law. Training shall be within budgetary constraints.

**Section B: CONTINUED TRAINING OPPORTUNITIES**

OSSE will encourage and assist employees in obtaining career related training and education outside the bargaining unit by collecting and posting current information available on training and educational opportunities. The Division will inform employees of time or expense assistance the OSSE may be able to provide.

**Section C: EXPERIENCE VERIFICATION**

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

## **ARTICLE 25: PROMOTIONS**

### **Section A:**

All employees are entitled to have knowledge of promotion policies and procedures.

### **Section B:**

Promotional policy is established by the Comprehensive Merit Personnel Act and is nonnegotiable. Promotions will be accomplished on the basis of relative ability, knowledge, skills, quality and length of service. Where ability, knowledge, skills and quality of service are relatively equal, the length of service will govern.

### **Section C:**

Management shall retain the sole right to promote employees as provided by law.

## **ARTICLE 26: WORK FORCE CHANGES**

### **Section A: VACANCIES**

1. Whenever a vacancy occurs, other than a temporary vacancy, in a position to be filled within an occupational unit covered by this Agreement, notice of such vacancy setting forth the grade level, application procedures and the deadline date for submission of applications will be posted for a period of three (3) calendar days on work-site bulletin boards and a copy of such notice shall be given to Local 639.
2. During the posting period indicated in Paragraph 1 of this section, employees who wish to apply for the vacancy – including employees on layoff-may do so. The application shall be made on the form indicated in the vacancy announcement and submitted to the DCHR or a designee. Vacancies will be filled on the basis of relative ability, knowledge, skills, quality and length of service, as appropriate.

### **Section B: TEMPORARY APPOINTMENTS**

1. A temporary appointment is defined as an appointment to fill a temporary position, to fill continuing position for a temporary period or to provide for maintenance of emergency services in situations where normal employment procedures are impracticable.
2. Employees appointed temporarily to a position shall be paid the wage rate established for the position.

### **Section C: TRANSFERS**

1. Employees desiring to transfer to other positions shall submit an application in writing to their immediate supervisor for transmittal through supervisory channels with a copy to the division director. The application shall state the reason for the requested transfer. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to vacancies for which they qualify provided that such transfer shall not adversely affect the operation of the work site from which the



employee is leaving. The OSSE system shall respond to the employee's transfer request within twenty (20) workdays.

2. If a transfer is granted in response to an employee's request, such employee shall be ineligible to request another transfer within a one-year period.

**Section D: DETAILS**

Employees detailed to a higher position for more than one hundred and twenty (120) days shall be paid at a higher rate beginning with the first full pay period after the one hundred and twenty (120) days detail.

**ARTICLE 27: OVERTIME**

**Section A:**

All employees covered by this Agreement shall be paid for all time spent in service of the Division, exclusive of the regular lunch period.

**Section B:**

Time and one-half (1/2) shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day.

**Section C:**

OSSE has the right to require the effective and full utilization of each employee's service throughout the employee's entire shift.

**ARTICLE 28: SPLIT SHIFTS**

Split shifts are non-negotiable and will be instituted at the discretion of the Division of Transportation.

**ARTICLE 29: LEAVE PROVISIONS**

**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) years of service: thirteen (13) days per year;
  - b. Three (3) years of service but less than fifteen (15) years of service: twenty (20) days per year;
  - c. Fifteen (15) or more years of service: twenty-six (26) days per year.
2. Application for annual leave shall be submitted by the employee, on a form provided by the Division of Transportation, to the employee's immediate supervisor. The request must be approved or disapproved, 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.

**Section B: SICK LEAVE**

1. All employees shall earn sick leave at a rate of four (4) hours of sick leave for each full bi-weekly pay period.
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
  - b. the illness of or injury to an employee's spouse, parent or child that requires the employee's care.

The following provisions shall govern the use of sick leave:

**Section C: PROCEDURES FOR USING SICK LEAVE**

1. **Approval:** All sick leave must be approved by an 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 this Article. An example of this would be an employee who fails to properly call in when attempting to use sick leave.
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. Submission of an advance request for leave does not guarantee approval. 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 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 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 call must be made to a telephone number that has been designated for such call-outs. The designated telephone number or numbers will be distributed in advance to Division employees. If the employee is unable to speak with an appropriate supervisor and instead leaves a voicemail

message, the employee must obtain the confirmation code for the call. This confirmation code must be presented to the supervisor in order for the leave to be considered for approval.

Reasonable and legitimate requests to use sick leave will not be denied without good cause.

**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:

- (a) Confirmation that the employee has been treated by a treating health care provider;
- (b) Date of visit;
- (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;
- (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.

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 Division of Transportation 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's request for leave. Accrued sick leave cannot be used for vacation purposes.

**10. Suspected Abuse of Sick Leave:** A doctor's certification will be required for any sick leave request: that includes the day immediately before or immediately after a Division holiday; that falls on a day when schools are closed but the 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 Division of Transportation 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 Division 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.

**13. Confidentiality of Medical Records:** The Division shall take reasonable steps to maintain the confidentiality of all employee medical records and information.

#### **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.

#### **E. EDUCATIONAL LEAVE**

##### **Section 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 Superintendent or the Superintendent's designee.

## **Section 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 the Employer.

### **F. FAMILY AND MEDICAL LEAVE**

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

### **G. FUNERAL LEAVE**

In the event of a death in an employee's immediate family, namely; spouse, children, brothers, sisters, parents, parents-in-law, grandparents, and grandchildren, an employee shall be paid in full for time lost not to exceed four (4) days. In the event of a death of a cousin, aunt, uncle, an employee shall be granted one (1) day off with pay to attend the funeral. The Division may require documentation demonstrating the need for funeral leave.

### **H. 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.

### **I. JURY DUTY**

#### **Section 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.

#### **Section 2**

If an employee is excused from jury duty for a half day or more, he shall report to the place of employment.

#### **Section 3**

Any pay received for services as a witness, other than expenses, shall be handled in accordance with applicable policy or law.

**J. LEAVE WITHOUT PAY**

**Section 1**

Any request for leave without pay shall be submitted in writing (on a form to be provided by the Division) 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.

**Section 2**

Any request for leave without pay shall be answered within 24 hours or the next business day. If a request for more than one week of leave without pay is disapproved, the immediate supervisor shall return the form with the reasons for disapproval indicated.

**K. MATERNITY LEAVE**

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 (up to seven (7) days) 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.

**L. MILITARY LEAVE**

**1. General**

- a. Employees who are members of the following reserve components of the armed forces, who as regular full-time employees, are serving under appointments which are not temporary, intermittent, when-actually-employed or part-time, are authorized military leave:

National Guard of the United States  
Army Reserve  
Navy Reserve  
Marine Corps Reserve  
Air National Guard of the United States  
Air Force Reserve  
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 39 of the D.C. Code.

**2. Procedure**

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

**M. PATERNITY LEAVE**

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.

**N. UNION NEGOTIATING COMMITTEE LEAVE**

Up to four (4) Members of the Unions' Negotiating Committee, shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the OSSE or its representatives.

**O. 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 before the polls close, whichever requires the lesser amount of time off.

**ARTICLE 30: HOLIDAYS RECOGNIZED AND OBSERVED**

**A. Holidays**

1. The Division of Transportation shall observe the following non-negotiable holidays as set forth in Section 1-612.02 of the D.C. Code:

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King's Birthday</b>	<b>Columbus Day</b>
<b>Washington's Birthday</b>	<b>Veteran's Day</b>
<b>Emancipation Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Christmas Day</b>
<b>Independence Day</b>	<b>Inauguration Day</b>
<b>One (1) Personal Day</b>	<b>(every 4 yrs)</b>

2. The Division of Transportation shall also observe any other legal holidays declared by the Transportation Administrator. 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. Every employee shall be granted the day after Thanksgiving as a personal day.

**B. Holiday Pay**

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 (1½) times his regular hourly rate of pay.

**ARTICLE 31: 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 in the District of Columbia Government Comprehensive Merit Personnel Act of 1978, as amended.



## **ARTICLE 32: PAY PROCEDURES**

### **Section A:**

When there is an administrative error on a salary check the error shall be corrected as soon as practicable after notice is received by the OSSE HR department, unless it is demonstrated in a particular case that this is not administratively possible.

### **Section B:**

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

### **Section C:**

Wage 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 schedule rate if the majority of their work hour occur between 11:00 p.m. and 8:00 a.m.

### **Section D:**

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 33: REST AND CLEAN-UP PERIODS**

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

## **ARTICLE 34: CONTRACTING OUT**

When the contracting-out of work is being considered, the Division shall notify the Union in writing and shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter; except in case of emergency. In any such discussion, the Division shall explain the reasons why it is necessary to take the proposed action, and the Union shall respond on the merits, including the suggestion of any alternative action, and the Division will give due consideration to such suggestions before making a final decision.

## **ARTICLE 35: CONFORMITY TO LAW-SAVING CLAUSE**

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 subjected to appropriate consultation and negotiation between the parties. 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 36: 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 37: COMPENSATION**

The parties agree that any provision of this agreement requiring legislative action to permit its implementation by enactment of law, and/or b 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 the Employer of such additional funds by means of either a supplemental appropriation or intra-district transfer of funds:

### **FY 2013 Wages:**

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

### **FY 2015 Wages:**

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

### **FY 2016 Wages:**

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

## **ARTICLE 38: HEALTH PLAN**

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

## **ARTICLE 39: BENEFITS**

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

## **ARTICLE 40: LEGAL AID**

The OSSE will contribute eight cents (\$.08) per hour for each hour paid, excluding overtime, to the Teamster Local 639 Public Sector Legal Service Plan for all bargaining unit employees.

## **ARTICLE 41: INCENTIVE PROGRAM**

### **Section A: Safe Driving (Drivers only)**

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

### **Section B: Attendance**

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

### **Section C: On Time Arrival (Must have a minimum of 20 routes per month to qualify)**

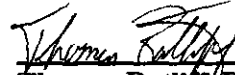
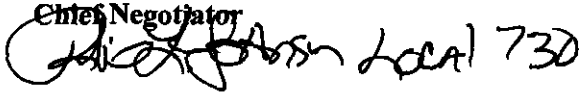
Employees will receive an incentive if their on-time arrival rate in a quarter is 94% or above (\$200 per qualifying quarter).


## **ARTICLE 42: DURATION OF THE AGREEMENT**

This Agreement shall be effective as of April 1, 2013, and shall remain in full force and effect until September 30, 2016. All terms and conditions contained in this contract shall become effective as of April 1, 2013, unless otherwise stated in individual contract articles. It shall be automatically renewed from year to year unless either party shall notify the other in writing in **June of 2015** or any subsequent month of **June** 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.

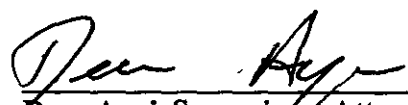
In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 10 day of July, 2013.

  
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Ryan Solchenberger, Director  
For the Division of Transportation, OSSE

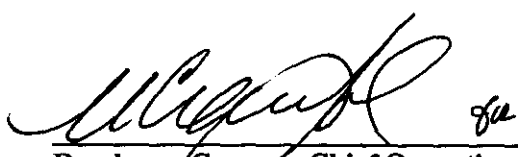
  
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Thomas Ratliff, President  
Teamsters Local 639  
Chief Negotiator  
  
Michael Johnson Local 730

  
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Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

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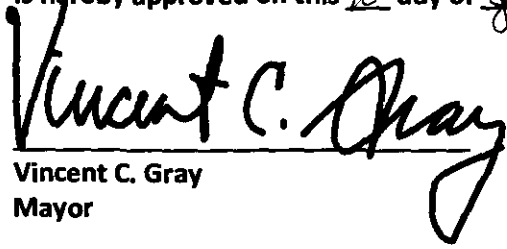
  
\_\_\_\_\_  
Dean Aqi, Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

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Raeshawn Crosson, Chief Operating Officer  
Office of the State Superintendent of Education

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This collective bargaining agreement between the District of Columbia Office of the Superintendent of Education and the International Brotherhood of Teamsters, Local 639, dated July 1, 2013, 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 10<sup>th</sup> day of July, 2013.



Vincent C. Gray  
Mayor