

Neither representation nor attorney fee reimbursement will be provided where the employee has been found to have engaged in willful misconduct that has resulted in any disciplinary actions against him/her as a result of his/her conduct with respect to the matter in question.

## ARTICLE 21 LICENSES

### Section A

Employees shall meet and comply with applicable law and regulations relating to obtaining and maintaining the requisite commission and qualifications pursuant to standards established and communicated to employees by PSD and in accordance with D.C. laws and regulations.

### Section B

The employer is responsible for all costs incurred in obtaining required commissions for employment with PSD.

## ARTICLE 22 REDUCTION-in-FORCE

### Section A

In the event of a RIF, the rules and regulations of the D.C. Government shall govern.

### Section B

The Employer agrees to minimize the effect on employees, if practicable, through such means as reassignment or restricting recruitment to reduce the impact on employees.

## ARTICLE 23 CONTRACTING OUT

### Section A

The Employer agrees to examine existing resources and to consult with the Union prior to contracting out work performed in the bargaining unit.

### Section B

The Employer shall not contract out work performed by members of the bargaining unit, provided that this provision shall not apply in an emergency or where manpower is not available or when it is determined in writing by the Mayor or his designee that budgetary conditions exist requiring such contracting out or where contracting out is cost effective.

### Section C

In the event of contracting out because of budgetary conditions, the District shall disclose appropriate financial records demonstrating the cost effectiveness and expected savings from contracting out.

### Section D

As a result of a RIF due to contracting out priority considerations for a vacancy shall be made in accordance with existing District regulations.

## ARTICLE 24 PERSONNEL FILES

### Section A

Upon request, the Employer shall provide a copy of all material (not prohibited by law, from release to the employee) entered in an employee's Official Personnel Folder ("OPF") to the Employee. The Employee may view his OPF access card and may authorize a Union representative to examine his personnel folder.

### Section B

An Employee has the right to answer any disclosable material in his OPF and the employee's answer shall be attached to the material to which it relates.

### Section C

The Employer shall keep sealed all material relating to an Employee's background investigations, arrests records, fingerprint cards and other confidential matters in a separate envelope within his OPF, and it shall restrict access to that envelope to those with authorization from the Employer Director. The Official Personnel Folder (OPF) is maintained by the District of Columbia Office of Human Resources.

## ARTICLE 25 LOCKERS AND TRANSPORTATION

### Section A

The Employer will provide adequate locker facilities and privacy within its headquarters facilities for males and females and for the uniforms and equipment that it expects its Employees to have on site.



## Section B

The Employer will use its best efforts to provide secured storage facilities at other sites and will not hold Employees responsible for not having extra uniforms and equipment available at any site where there is no secured storage facilities.

## Section C

If distance permits, Employer will transport Employees to and from work places during duty hours.

# ARTICLE 26 DISTRIBUTION OF THE AGREEMENT AND ORIENTATION OF EMPLOYEES

## Section A

Within thirty (30) days of final approval and ratification, DGS will post on its website a final version of this Agreement, which will be available to all members, on or off duty.

## Section B

The Employer will allow the Union to make a presentation, not to exceed thirty (30) minutes, at all PSD orientations for new employees of the Bargaining Unit, during which time the Union will be allowed to distribute documents and information pertaining to Union membership.

## Section C

The Employer will provide reasonable advance notice to the Union of the date, time and place of the orientation sessions referenced in Section B of this Article.

# ARTICLE 27 COMPENSATION ITEMS

All compensation issues included in the applicable Compensation Agreement shall be incorporated into this Agreement by reference.

# ARTICLE 28 NO STRIKE CLAUSE

## Section A

For the purpose of this Agreement, the term "strike" includes any strike or concerted action with others involving failure to report for duty; the willful absence from one's position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Employer.

#### Section B

The Union shall not initiate, authorize, actively support or participate in a strike.

#### Section C

Employer may discipline, as deemed appropriate, any employee who engages in a strike, work stoppage, work slowdown or other concerted prohibited action.

#### Section D

The Union shall publicly disavow any illegal job actions in a timely fashion following notification by the Employer.

### ARTICLE 29 SENIORITY

#### Section A

For the purpose of seniority rights in the bargaining unit, seniority shall be based upon the length of service within the Division. This definition shall be applicable to the provisions referencing seniority in this Agreement.

Where objective considerations are equal, seniority shall be used as the tie breaker in assigning days off, vacations, training, tours and assignments. "Objective considerations" include, but are not limited to such matters as the following: ability, skill, and qualifications for an assignment; suitability; and availability of other qualified members of the Bargaining Unit in the case of days off and vacations. Seniority is based upon length of service within PSD.

#### Section B

Following a break in continuous service in PSD because of voluntary resignation, discharge for cause, or retirement, an Employee's seniority is restored if he returns to his former or comparable position within one year, provided that he shall not accrue additional seniority during his period of absence.

#### Section C

The Employer will prepare the unit seniority list and provide a copy to the Union each quarter.

## ARTICLE 30 OVERTIME

### Section A

The Employer will assign scheduled overtime opportunities equitable and fairly among all qualified employees.

### Section B-Scheduled Overtime

Scheduled overtime is overtime that is required as a result of Management receiving notification of an event or activity at least 72 hours in advance. Scheduled overtime openings will be posted to allow employees the opportunity to sign up for the overtime. The list will shut down at the completion of the stated event or activity. Employer will post a list for employees to sign up for overtime.

### Section C-Unscheduled Overtime

Unscheduled overtime is overtime that is required as a result of less than 72 hours of notification to Management (E.g. call outs (sick leave), emergency/short notice special events, etc.) Management will seek a replacement from any shift and/or location without regard to seniority, as long as the recruited officer or officers are appropriately trained for the duties required in regards to officer safety.

## ARTICLE 31 OFFICIAL TIME

1. All union officials (Chairman, Vice Chairman, Secretary, Treasurer, Chief Steward, and Shop Steward on each shift) shall make all necessary requests for approval for the use of official time under this Article, and shall submit a request to a PSD official of the rank of lieutenant or above, indicating the date, time, name of the member and subject matter.
2. Each pay period, the Chairman shall file a report of the official time used under this Article by all union officials.
3. Reasonable official time shall be granted for union representational purposes. Official time is paid work time that is being used for representing employees in grievances, arbitrations, and investigatory meetings with management.
4. Official time will not be allowed for internal union business.

ARTICLE 32  
IMPACT BARGAINING

When a new Employer order or regulation, or a change in an existing order or regulation, directly impacts on the conditions of employment of unit employees, such impact shall be a proper subject of bargaining. Except in emergency situations, Employer shall give written notice 7 days in advance, and shall consult with the Union prior to the issuance of the new or changed order or regulation. The Union shall submit its request for impact bargaining to the office of the Chief, PSD within three (3) days of receipt of Employer's notice. In an emergency situation, Employer shall consult with the Union as soon as conditions allow.

ARTICLE 33  
MISCELLANEOUS PROVISIONS

Unless otherwise indicated, the term "days" means work days, not including Saturdays, Sundays, administrative closings and holidays.

ARTICLE 34  
SAVINGS CLAUSE

Section A

In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

Section B

The terms of this Agreement supersede any conflicting District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation or compensation matters covered herein for the term of this agreement.

ARTICLE 35  
DURATION AND FINALITY OF AGREEMENT

Section A

This Agreement will become effective upon approval and ratification as set forth in the Parties' Ground Rules, and it will remain in full force and effect until September 30, 2020.

## Section B

This Agreement shall automatically renew for one 1 year periods thereafter unless either party gives to the other party written notice of its intent to terminate or modify the Agreement no later than 90 days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both.

## Section C

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 D

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 terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.


## Section E

Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

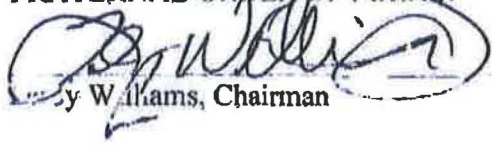
On this 29<sup>th</sup> day of March, 2017, and in witness thereto the parties hereto have set their signatures.

FOR THE D.C. DEPARTMENT  
OF GENERAL SERVICES

  
Greer Johnson Gillis, Director

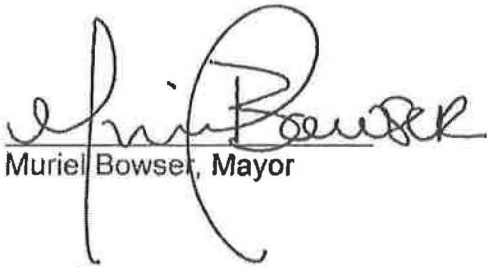
  
Repunzelle Bullock, Interim Director  
Office of Labor Relations &  
Collective Bargaining

FOR THE D. C. PROTECTIVE  
SERVICES POLICE DEPARTMENT/  
FRATERNAL ORDER OF POLICE

  
Cy Williams, Chairman

## APPROVAL

The Collective Bargaining Agreement between the District of Columbia Department of General Services and the Fraternal Order of Police/Protective Services Division Labor Committee dated Mar 29, 2017, 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 28<sup>th</sup> day of September 2017.

A handwritten signature in black ink, appearing to read "Muriel Bowser", is written over a horizontal line. The signature is stylized with a large, looping initial "M".

Muriel Bowser, Mayor

**MASTER AGREEMENT**

**BETWEEN**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
DISTRICT COUNCIL 20,  
AFL-CIO**

**AND**

**THE GOVERNMENT OF THE  
DISTRICT OF COLUMBIA**

**EFFECTIVE THROUGH SEPTEMBER 30, 2010**

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## **PREAMBLE**

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title I, Chapter 6, Subchapter 1, D.C. Official Code § 1-601.02) states that the Council of the District of Columbia declares that it is the purpose and policy of this act to assure that the District of Columbia Government shall have a modern flexible system of public personnel administration, which shall “provide for a positive policy of labor-management relations including collective bargaining between the District of Columbia and its employees . . . .”

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.01) states [t]he District of Columbia Government finds and declares that an effective collective bargaining process is in the general public interest and will improve the morale of public employees and the quality of service to the public.

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.01(b) provides for collective bargaining between the Mayor of the District of Columbia and labor organizations accorded exclusive recognition for employee representation for employees of the District of Columbia Government.

Pursuant to the District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.10), various local unions or District Council 20 of the American Federation of State, County and Municipal Employees, AFL-CIO, (herein “AFSCME” or the “Union”) have been certified and/or recognized as the exclusive collective bargaining agent for employees of the District of Columbia Government (hereinafter the “District” or the “Employer”).

Accordingly, AFSCME and the District enter into this Agreement, which shall have as its purposes:

- (1) Promotion of a positive policy of labor-management relations between the District of Columbia Government and its employees;
- (2) Improvement of morale of employees in service to the District of Columbia Government;
- (3) Enhancement of the quality of public service to the citizens of the District of Columbia;
- (4) Creation of a government that works better; and
- (5) Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation.

AFSCME and the District of Columbia Government declare that each party has been afforded the opportunity to put forth all its non-compensation proposals and to bargain in good faith. Both parties agree that this Agreement is the result of their collective bargaining and each party affirms its contents without reservation. This Preamble is intended to provide the background and purpose of the Collective Bargaining Agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

## **ARTICLE 1** **RECOGNITION**

### **Section 1 – Recognition:**

The District of Columbia Government (hereinafter referred to as the “District” or “Employer”) hereby recognizes as the sole and exclusive representative for the purpose of collective bargaining, the American Federation of State, County and Municipal Employees, AFL-CIO, District of Columbia District Council 20, and its affiliated Local Unions (hereinafter referred to collectively as the "Union" or "AFSCME") for each of the bargaining units under the personnel authority of the Mayor for which AFSCME is the certified collective bargaining representative.

### **Section 2 - Bargaining Units Descriptions:**

This Agreement may also include agencies with independent personnel authority if they have executed an addendum opting to be covered by the provisions herein.

### **Section 3 - Coverage:**

AFSCME, the certified exclusive representative of all employees in the bargaining unit referenced above, shall be responsible for representing the interests of employees in the units without discrimination as to membership; provided, however, that an employee who does not pay dues or service fees may be required by the Union to pay reasonable costs for personal representation.

### **Section 4 – New Units:**

Bargaining units of employees under the administrative jurisdiction of the Mayor of the District of Columbia certified during the term of this Agreement shall be covered by the provisions of this Agreement, if agreed to by the parties.

### **Section 5 – Unit Clarification(s):**

The Union and the Employer shall file a Joint Petition with the Public Employee Relations Board (hereinafter referenced as PERB) to clarify and correct inaccuracies contained on the current unit certifications. Prior to filing of the joint petition, the Union and Employer shall confer on the revised unit descriptions.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **Section 1 – Management Rights in Accordance with the Comprehensive Merit Personnel Act (CMPA):**

(a) Management's rights shall be administered consistent with D.C. Official Code §1-617.08, 2001 edition as amended.

(b) All matters shall be deemed negotiable except those that are proscribed by this subchapter. Negotiations concerning compensation are authorized to the extent provided in Sections 1-617.16 and 1-617.17 (as amended).

#### **Section 2 - Impact of the Exercise of Management Rights:**

Management rights are not subject to negotiations; however, in the Employer's exercise of such rights, the Union may request the opportunity to bargain the impact and effects, where there has been an adverse impact upon employees regarding terms and conditions of employment.

## **ARTICLE 3**

### **UNION RIGHTS AND SECURITY**

#### **Section 1 – Exclusive Agent:**

The District shall not negotiate with any other employee organization or group with reference to terms and/or conditions of employment for employees represented by AFSCME. AFSCME shall have the right of unchallenged representation in its bargaining units for the duration of this Agreement in accordance with PERB Interim Rules, Section 502.9(b).

#### **Section 2 – Meeting Space:**

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

#### **Section 3 – Access to Employees:**

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon

such employees' reporting to their work site within thirty (30) calendar days of employees' appointment or reappointment.

**Section 4 - Dues Checkoff:**

The Employer agrees to deduct union dues bi-weekly from the pay of employee members upon proper authorization. The employee must complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of District Council 20. It is the responsibility of the employee and the Union to bring errors or changes in 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. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer within the thirty (30) calendar day period prior to the anniversary date of this Agreement. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 5 of this Article.

**Section 5 - 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 presents evidence that at least 51% of the employees in the unit are members of the Union.

**Section 6 – Cost of Processing:**

The Employer shall deduct \$.05 per deduction (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 administrative services and is payable to the Office of Labor Relations and Collective Bargaining.

**Section 7 - Hold Harmless:**

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 4**

### **LABOR-MANAGEMENT MEETINGS**

#### **Section 1 – Labor-Management Partnerships:**

Consistent with the principles of the D.C. Labor-Management Partnership Council, the parties agree to establish and support appropriate partnerships within the individual agencies covered by this Agreement. The purpose of such partnership will be to promote labor-management cooperation within a high-quality work environment designed to improve the quality of services delivered to the public.

Agency partnership should ordinarily be made up of equal numbers of high-level officials of labor and management who will meet regularly to consider such issues as they choose to discuss. Decisions by the partnership are by consensus only.

#### **Section 2 – Labor-Management Contract Review Committee:**

Appropriate high-level management and union representatives shall meet at least monthly, at either party's request, to discuss problems covering the implementation of this Agreement. The findings and recommendations of the Contract Review Committee will be referred to the Director for action. The Director or his/her designee shall respond in writing to any written finding and recommendation of the committee within a reasonable period.

## **ARTICLE 5**

### **DISCRIMINATION**

#### **Section 1 – General Provisions:**

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee of the District Government has the right, freely and without fear of penalty or reprisal:

- (1) To form, join and assist a labor organization or to refrain from this activity;
- (2) To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under this law and rules and regulations through a duly designated majority representative; and,
- (3) To be protected in the exercise of these rights.

Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation, or as otherwise provided by law.

### **Section 2 – Equal Employment Practices:**

The Employer agrees to vigorously continue the implementation of its Equal Employment opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Department/Agency's Affirmative Action Plan will be observed. Progress reports will be sent to the Union periodically as to the implementation of the Affirmative Action Plan.

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Department's Affirmative Action Counselors, and be permitted to meet with Department EEO officials to discuss implementation of the Affirmative Action Plan including Departmental policies and programs.

Vacancy Announcements for Departmental vacancies shall be posted at all work locations. One copy of the notice shall be supplied to appropriate Union Shop Stewards.

### **Section 3 – Discrimination Charges:**

Any charges of discrimination shall be considered by the appropriate administrative agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

## **ARTICLE 6** **UNION RIGHTS AND RESPONSIBILITIES**

### **Section 1 – Union Stewards:**

Union Stewards shall be designated by the Union and shall be recognized as employee representatives. Union Stewards shall be employed at the same work area or shift 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 45 days from original notification. The Union will supply the Employer with lists of stewards' names, which shall be posted on appropriate bulletin boards. The Union shall notify the Employer 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 2 – 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 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 problems 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 their job. The employer agrees that there shall be no restraint, interference, coercion, or discrimination against a Steward in the performance of such duties.

## **Section 3 – Union Activities on Employer's Time and Premises:**

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, in accordance with Article 6 of this Agreement, Union representatives shall be allowed to:

- A. Post Union notices on designated Union bulletin boards (with a copy given to the Employer);
- B. Attend negotiation meetings;
- C. Transmit communications authorized by the District Council and Local Union or its officers to the Employer or his/her representative;
- D. Consult with the Employer or his/her representative, District Council and Local Union Officers, other Union representatives or employers, concerning the enforcement of any provisions of this Agreement, and other Labor-Management activities. Official time does not include internal Union activities; and
- E. Solicitation of Union membership and distribution of literature shall be confined to the non-working time of all employees involved and out of sight of the public.

## **Section 4 – Visits by Union Representatives:**

The Employer agrees that representatives of the American Federation of State, County and Municipal Employees whether local, Union representatives, District council representatives, or

International representatives shall have full and free access except in secured areas, to the premises of the Employer at any time during working hours to conduct Union business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause minimal disruption of the work activities.

**Section 5 – Union Insignia:**

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters; therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their uniforms, except for uniformed police.

**Section 6 – Official Time:**

Union representatives who engage in labor management activities during working hours shall indicate on the “Official Time Report” the activity performed. No Union representative will be disadvantaged in the assessment of his/her performance based on use of documented official time while conducting labor management business.



## OFFICIAL TIME REPORT

**REPORTING PERIOD (each pay period)**

Page 1 of 2

## OFFICIAL TIME SPENT ON LABOR-MANAGEMENT ACTIVITIES

**FROM:**

**TO:**

**Name of Union Representative (Last Name, First, Middle Initial)**

Name of Supervisor Submitting Report

**Organization (Agency, Division, Branch)**

**Representational Functions of Official Time (Activity) as identified in the Agreement. [See Reverse Side]**

[illegible]

**REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)****Page 2 of 2**

<b>1</b>	<b>Labor negotiations.</b>
<b>2</b>	<b>Contacts between employee representatives and employees provided for in the negotiated grievance procedure.</b>
<b>3</b>	<b>Grievance meetings and arbitration hearings.</b>
<b>4</b>	<b>Disciplinary or adverse action meetings, if the Union is designated as representative of the employee.</b>
<b>5</b>	<b>Attendance at an examination of an employee who reasonably believe he or she may be the subject of a disciplinary or adverse action and the employee has requested representation.</b>
<b>6</b>	<b>Attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.</b>
<b>7</b>	<b>Attendance at meetings between the Employer and the Union.</b>
<b>8</b>	<b>Attendance at agency recognized/sponsored activities to which the Union has been invited.</b>

**Distribution: Original to Office of Labor Relations & Collective Bargaining  
Copy kept by Supervisor & Union Representative**

## **ARTICLE 7**

### **DISCIPLINE**

#### **Section 1:**

Discipline shall be imposed for cause, as provided in the D.C. Official Code § 1-616.51 (2001 ed.).

#### **Section 2:**

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

- a. **Corrective Actions:** Written reprimands or suspensions of nine (9) days or less;
- b. **Adverse Actions:** Removal, suspension for more than nine (9) days; or a reduction in rank or grade or pay for cause.

#### **Section 3:**

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

#### **Section 4:**

If a supervisor 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 5:**

Unless there is a reasonable cause to believe that an employee's conduct is an immediate hazard to the agency, the employee or other employees, or is detrimental to public health, safety or welfare, an employee against whom adverse action is proposed shall be entitled to at least thirty (30) days advance written notice of proposed adverse action (or fifteen (15) days if corrective action is proposed). The notice will identify the causes and the reasons for the proposed action.

#### **Section 6:**

Recognizing that the Union is the exclusive representative of the employees in the bargaining unit, the Department shall in good faith attempt to notify the Union of proposed disciplinary actions. Each Department shall notify the union of the method of notification. Further the Employer agrees

to notify the employee of his or her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and his/her authorized representatives for review. The employee or his/her authorized representative will be entitled to receive a copy of the material upon written request.

Any information that cannot be disclosed to the employee, his representative, or physician shall not be used to support the proposed action.

#### **Section 7:**

Except in the special circumstances referred to in Section 5 above, an employee shall be entitled to at least ten (10) workdays to answer the notice of proposed corrective or adverse action. If the proposed action is removal, the employee shall upon request, be granted an opportunity to be heard prior to a final decision. This opportunity to be heard shall be afforded by a person designated by the agency head. This person shall not be in the supervisory chain between the proposing and/or deciding official(s) and shall not be subordinate to the proposing official. This person shall review the employee's answer, discuss the proposed action with the employee and/or his representative and appropriate representatives of the Employer and make a recommendation to the deciding official who will act upon the recommendation, as he/she deems proper.

#### **Section 8:**

The person proposing a disciplinary action shall not be the deciding official unless the proposing official is the agency head or Director of Personnel.

#### **Section 9:**

Except in the special circumstances referred to in Section 5 above, an employee against whom a corrective or adverse action has been proposed shall be kept in an active duty status during the notice period.

#### **Section 10:**

The deciding official shall issue a written decision within forty-five (45) calendar days from the date of receipt of the notice of proposed action which shall withdraw the notice of proposed action or sustain the proposed action in whole or in part. The forty-five (45) day period for issuing a final decision may be extended by agreement of the employee and the deciding official. If the proposed action is sustained in whole or in part, the written decision shall identify which causes have been sustained and which have been dismissed, describe whether the proposed penalty has been sustained or reduced and inform the employee of his or her right to appeal or grieve the decision, and the right to be represented. The final decision shall also specify the effective date of this action.

**Section 11:**

In any circumstance in which the Employer has reasonable cause to believe that an employee's conduct is an immediate hazard to the employing agency, to the employee involved or other employees, or is detrimental to public health, safety or welfare the Employer may place an employee on administrative leave whether or not notice of proposed action has been given to the employee.

**Section 12:**

Notice of final decision, dated and signed by the deciding official, shall be delivered to the employee on or before the time the action is effective. If the employee is not in a duty status at that time, the notice shall be sent to the employee's last known address by certified or registered mail.

**Section 13:**

Except as provided in Section 14 of this Article, employees may grieve actions through the negotiated grievance procedure, or appeal to the Office of Employee Appeals (OEA) in accordance with OEA regulations but not both. Once the employee has selected the review procedure, that choice shall be the exclusive method of review.

**Section 14:**

The removal of an employee during his or her probationary period is neither grievable nor appealable and shall be done in accordance with the DPM.

**Section 15:**

If a final decision is grieved through the negotiated grievance procedure a written grievance shall be filed with the deciding official within fifteen (15) workdays after the effective date of the action.

**Section 16 – Troubled Employees:**

In appropriate cases, consideration shall be given to correcting the problem through the D.C. Consultation and Counseling Service. When the District implements a new employee assistance program, this shall take the place of the D.C. Consultation and Counseling Service.

**Section 17:**

Whenever an employee is questioned by a supervisor with respect to a matter for which a disciplinary action is intended against the employee, the employee may, upon request, consult with a union official or other representative. Upon such request, the supervisor will stop the questioning until the employee can consult with such representative, but in no event will such questioning be

delayed beyond the end of the employee's following shift. When and if questioning is resumed, an employee may have a union official or other representative present.

## **ARTICLE 8**

### **TRAINING AND CAREER LADDER**

#### **Section 1 – Basic Training:**

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer'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 the Compensation Units 1 and 2 Agreement. Continued training shall be within budgetary constraints.

#### **Section 2 - Continued Training Opportunities:**

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

#### **Section 3 - Career Ladder:**

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings. Career ladder promotions when effected, shall be in accordance with DPM Chapter 8, Part II, Subpart 8, and Appendix A.

#### **Section 4 - Experience Verification:**

When an institution of higher learning provides credit for on-the-job experience, the Employer will, at the request of the employee, provide pertinent information to verify the employee's experience with the District. The employee shall provide the relevant documents and information necessary for the release of the employee's information to the relevant institution.

#### **Section 5 - Union Sponsored Career Advancement Programs:**

Management and the Union support the objective of meaningful career advancement for District Government workers in the areas of promotion, transfers and filling of vacancies. In keeping with this objective, the Union will investigate and develop programs to enhance opportunities for

career advancement such as: career counseling services; placement of career planning resource materials on site; correspondence course arrangements with area colleges, universities, vocational and technical schools; and workshops on resume writing and interview skills.

Programs that are developed will be presented and discussed during appropriate labor-management committee meetings for review and consideration.

## **ARTICLE 9**

### **SAFETY AND HEALTH**

#### **Section 1 - Working Conditions:**

A. The District 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 Employer will make every effort to provide and maintain safe working conditions. AFSCME will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. 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). The District will promptly make every effort to qualify its plan under the Occupational Safety and Health Administration (OSHA) as established by the U.S. Department of Labor.

C. The District shall furnish and maintain each work place in accordance with standards provided within this Section.

#### **Section 2 - Employees Working Alone:**

Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others where dangerous 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 3 - Corrective Actions:**

A. If an employee observes a condition, which he or she, believes to be unsafe, the employee should report the condition to the immediate supervisor.

B. 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.

C. 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 AFSCME representative, and shall make a determination.

D. Employees shall not be required to operate equipment that has been determined by the Employer or the appropriate D.C. Safety Officer to be unsafe to use, when by doing so they might injure themselves or others.

#### **Section 4 - Medical Service: On-the-Job Injury:**

A. The District shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the District shall arrange immediately for transportation to an appropriate medical facility.

B. 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 5 - Safety Devices and Equipment:**

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

#### **Section 6 - Safety Training:**

A. The District shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Safety Committee established in Section 8(A).

B. The District shall provide CPR training to all employees who request such training.

#### **Section 7 - Information on Toxic Substances:**

Employees who have been identified by the Safety Committee and the Department or District Safety Officer as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government standards shall receive appropriate health screening. In the absence of District Government standards, the Safety Committee and Safety Officer will refer to standards established by other appropriate authorities such as Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH) or the Environmental Protection Agency (EPA).



## **Section 8 - Safety Committees:**

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency.

B. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the Agency's representative.

C. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;

3. Receive appropriate health and safety training.

D. Final reports or responses from agency/department heads (or designees) shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.

E. In departments/agencies where there is more than one Local Union, there shall be a safety committee for each Local Union, unless otherwise agreed upon.

F. Safety Committees may be reorganized upon agreement of both parties.

## **Section 9 - Medical Qualification Requirements:**

The District agrees to abide by the provisions of Chapter 8, Sections 848.19 and 848.20 of the D.C. Personnel Regulations as published in the D.C. Register, Volume 32, April 5, 1985 (32 DCR 1858, 1911).

## **Section 10 - Light Duty:**

A. The District agrees to provide light duty assignments for Employees injured on the job to the extent that such light duty is available as follows:

1. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairments and the type of light duty he or she is capable of performing.

2. The Employee will be given light duty assignments for which he or she is qualified, initially within his or her own Bureau or organizational unit. If light duty is not available within the Bureau or organizational unit, suitable work will be sought elsewhere in the department/agency.

3. Light duty assignments shall not normally extend beyond 45 working days. However, if there are no other requests for light duty, this period may be extended until such time as the request is made by another employee. Employees unable to perform their regularly assigned duties after the expiration of that time shall make application for disability compensation or exercise such other options as may be available to employees under the provisions of this Agreement or under law, and in accordance with paragraph 5 below.

4. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of earlier date of request.

5. When light duty is not available, an employee must return to full duty or seek compensation or retirement from appropriate channels, or other assistance as may be available in accordance with Section 9. In the event compensation or retirement is not approved, the employee may be required to take a fitness for duty examination and may be separated if (a) found unfit to perform or (b) found fit but refuses to report for full duty.

#### **Section 11 - Excessive Temperatures in Buildings:**

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the Employer. Administrative leave will be granted if authorized by the Mayor or his or her designee.

#### **Section 12 - Employee Health Services:**

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Law 2-139). Employee health services shall include such services as provisions for emergency diagnosis and emergency treatment of illness, physical examination including, but not limited to, pre-employment, fitness for duty or disability retirement evaluation; treatment of minor illness; preventive services; health information to assist employees to protect, conserve, and improve physical and mental health; and counseling and appropriate referrals to the D.C. Consultation and Counseling Service.

### **Section 13 - Maintenance of Health Records:**

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31 of the D.C. Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information. Copies of rules relating to medical information will be made available to AFSCME.

### **Section 14:**

A. The Employer agrees to follow Mayor's order 87-95 regarding ergonomic policy for use of video display terminals (VDT).

B. Continuous users who operate a video display terminal for more than two continuous hours shall be allowed to move out of their chairs for brief periods to perform other tasks as specified by their supervisor.

C. If a pregnant employee, who is a continuous VDT user, submits a medical statement from her physician which recommends limiting her use of the VDT during the term of her pregnancy because of exposure to radiation, reasonable consideration will be given to providing the employee with other available duties, within the work unit, for which she is qualified and which her doctor certifies that she can perform.

### **Section 15:**

The Employer agrees to provide the Union with a copy of all current D.C. Safety Officers, and revisions as they occur.

## **ARTICLE 10 GENERAL PROVISIONS**

### **Section 1 – Work Rules:**

Employees will be advised of verbal and written work rules, which they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

### **Section 2 - Distribution of Agreement:**

The Employer and the Union agree to share equally in the cost of reproducing this contract for employees and supervisors. The parties shall mutually agree upon the cost and number of copies to be printed.

## **ARTICLE 11**

### **BULLETIN BOARDS**

The Employer agrees to furnish suitable Bulletin Boards and/or space to be placed at locations mutually acceptable to the Union and the Employer. The Union shall limit its posting of notices and bulletins to such Bulletin Boards.

## **ARTICLE 12**

### **PERSONNEL FILES**

#### **Section 1 - Official Files:**

The Employer shall maintain the official files of all personnel in all units covered by this Agreement in the Office of Personnel. Records of corrective actions or adverse actions shall be removed from an employee's official file in accordance with the DPM.

#### **Section 2 - Right to Examine:**

Each employee shall have the right to examine the contents of his/her personnel files upon request.

#### **Section 3 – Right to Respond:**

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

#### **Section 4 - Right to Copy:**

An employee may copy any material in his/her personnel file.

#### **Section 5 – Access by Union:**

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of the material.

#### **Section 6 – Confidential Information:**

The DC Office of Personnel shall keep all arrests by the Metropolitan Police, fingerprint records, and other confidential reports in a confidential file apart from the official personnel folder.

### **Section 7 - Employee to Receive Copies:**

A. The employee shall receive a copy of all material placed in his/her folder in accordance with present personnel practices. Consistent with this Article when the Employer sends documents to be placed in an employee's personnel folder which could result in disciplinary action or non-routine documents which may adversely affect the employee, the employee shall be asked to acknowledge receipt of the document. The employee's signature does not imply agreement with the material but simply indicates he/she received a copy.

B. If an employee alleges that he/she was not asked to acknowledge receipt of material placed in his/her personnel folder as provided in this section the employee will be given the opportunity to respond to that document and the response will be included in the folder.

### **Section 8 – Access by Others:**

The Employer shall inform the employee of all requests outside of the normal for information about him/her or from his/her personnel folder. The access card signed by all those who have requested and have been given access to the employee's file shall be available for review by the employee.

## **ARTICLE 13** **SENIORITY**

### **Section 1 - Definition:**

Seniority means an employee's length of continuous service with the Employer from his/her date of hire for purposes of this Article only. Employees hired on the same day shall use alphabetical order of surname in determining seniority.

### **Section 2 - Breaks in Continuous Service:**

An employee's continuous service shall be broken by voluntary resignation, discharge for cause or retirement. If an employee returns to his former, or a comparable, position within one year, the seniority he had at the time of his/her departure will be restored but he/she shall not accrue additional seniority during his/her period of absence.

### **Section 3 - Seniority Lists:**

Each agency with employees covered by this Agreement shall provide the Union semi-annually with list of names of employees represented by the Union in that Agency. The list will be in seniority order as defined by Section 1 of this Article. Also, each agency will supply the Union semi-annually with lists of new hires in bargaining unit positions and with names of unit employees who have left the agency since the last seniority list.

#### **Section 4 - Reassignments:**

A reassignment requested by an employee to a position in the same classification within an agency/department may be effected by mutual agreement.

#### **Section 5 - Promotions:**

A. Whenever a job opening occurs, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days prior to the closing date. A copy of the notices of job openings will be given to the appropriate Union Steward at the time of posting.

B. During this period, employees who wish to apply for the open position or job including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the appropriate Personnel Office.

C. Management has the right to determine job qualifications, provided they are limited to those factors' directly required to satisfactorily perform his/her job. Where all job factors are relatively equal, the employee with the greatest departmental seniority within the unit shall be promoted.

#### **Section 6 - Change to Lower Grade:**

A. The term "change to lower grade", as used in this provision means change of assignment from a position in one job classification to a lower paying position in the same job classification.

B. Demotions may be made to avoid laying off employees, to provide for employees who request a change to lower grade for personal convenience, or to change an employee to a lower grade when he/she is unable to perform satisfactorily the duties of his/her position.

#### **Section 7 - Individual Work Schedules:**

Work schedule changes initiated by the Employer affecting an individual employee shall be in accord with department/agency seniority, except where specific skills are needed.

#### **Section 8 - Pay for Work Performed in Higher Graded Position:**

A. Employees detailed or assigned to perform the duties of a higher graded position for more than four (4) pay periods in any calendar year shall receive the pay of the higher graded position. Assignment to a higher graded position for periods of at least one (1) pay period shall count toward the accumulation of the four (4) pay period requirement. The applicable rate of pay will be determined by application of D.C. government procedures concerning grade and step placement for

temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed. An employee on detail to a lower graded position shall maintain the pay for his/her original position. Advance notice will be given to the Union of any detail exceeding one pay period.

**B.** This provision shall not apply to training programs.

**C.** Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

## **ARTICLE 14**

### **INCLEMENT WEATHER CONDITIONS**

#### **Section 1 – Inclement Weather Work:**

**A.** 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.

**B.** If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is no other work available in line with his/her normal duties, 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.

**C.** Employees working on snow detail or who are required to shovel snow shall be assigned in the following order:

- 1.** Volunteers
- 2.** In the inverse order of seniority

**D.** Employees with established health concerns may request to be exempt from snow shoveling assignments.

#### **Section 2 - Reporting Time:**

**A.** 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 compensatory leave for the time it takes his/her relief to report for duty.

**B.** The Employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather.

## **ARTICLE 15**

### **HOURS OF WORK**

#### **Section 1 - Workday:**

Except as provided in this Article, the normal workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

#### **Section 2 - Workweek:**

Except as provided in this Article, the workweek for full-time employees shall normally consist of five (5) consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours. Special schedules will be established for employees, other than employees in continuous operations, who are required to work on Saturday, Sunday or seasonal schedules as part of their regular workweek.

#### **Section 3 - Continuous Operations and Shifts:**

The workday for employees in 24-hour continuous operations shall consist of eight hours of work. Work schedules for employees assigned to shifts, showing the employee's workdays, and hours, shall be posted on appropriate bulletin boards. All employees shall be scheduled to work regular work shifts i.e., each work shift shall have a regular starting and quitting time.

#### **Section 4 - Changes in Work Schedules:**

Except in emergencies, regular work schedules shall not be changed without ten (10) working days advance notice.

#### **Section 5 - Flexible/Alternative Work Schedules:**

A. The normal work hours may be adjusted to allow for flexible/alternative work schedules, with appropriate adjustments in affected leave and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be appropriate where: (1) it is cost effective, (2) it increases employee morale and productivity, or (3) it better serves the needs of the public. The Union will be given advance notice (when flexible/alternative work schedules are proposed) and shall be given the opportunity to consult.

B. An alternative work schedule will provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums will be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.



## **ARTICLE 16**

### **ADMINISTRATION OF LEAVE**

#### **Section 1 – General:**

Employees shall be eligible to use leave in accordance with the personnel rules and regulations. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the length of time off the employee desires, the type of leave requested and the reason for the request. An excused absence is an absence from duty without loss of pay and without charge to leave when such absence is authorized by statute or administrative discretion.

#### **Section 2 - Annual Leave:**

**A. Normal Requests for Leave:** A request for a short leave of absence, not to exceed three days, shall be requested in writing on the proper form and answered before the end of the work shift in which the request is submitted. A request for a leave of absence between four to seven days must be submitted five (5) calendar days in advance and answered within five days, except for scheduled vacations, as provided for in Section 2 of this Article. If the request is disapproved, the supervisor shall return the SF-71 with reasons for the disapproval indicated. Requests for annual leave shall not be unreasonably denied.

**B. Emergency Requests:** Any employee's request for immediate leave due to family death or sickness shall be granted or denied immediately.

**C. Carryover:** Annual leave, which is not used, may be accumulated from year to year. In general, the maximum allowable leave is thirty (30) days, unless the employee had a greater amount of allowable leave at the beginning of the leave year. Employees shall receive a lump sum leave payment for all accrued annual leave not used at the time of retirement, resignation or other separation from the employer, consistent with the negotiated Compensation Agreement.

**D. Vacation Schedules:** Every effort will be made to grant employees leave during the time requested. If the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of seniority. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises. Employees will be encouraged to schedule vacations through the year.

### **Section 3 - Sick Leave:**

#### **A. Requests:**

1. Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Employees shall request sick leave as far in advance as possible prior to the start of their regular tour of duty on the first day of absence.

2. Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, and chiropractors for the purpose of securing diagnostic examinations, treatments and x-rays.

3. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three work days continuous duration. However, if Management has given written notice to an employee that there is a good reason to believe that the employee has abused sick leave privileges, then the employee must furnish a doctor's certificate for each absence from work, which is claimed as sick leave regardless of its duration. The Union will encourage employees to conserve sick leave for use during periods of extended illness.

4. Advance sick leave requests will be given prompt consideration by the Employer consistent with Section 3(b) of this Article when the following provisions are met:

(a) The request must be submitted in writing and must be supported by acceptable medical certificates.

(b) All available accumulated sick leave to the employee's credit must be exhausted. The employee must use annual leave he/she might otherwise forfeit.

(c) In the case of employees serving under temporary appointments, or under probationary or trial periods, advance sick leave should not exceed an amount which is reasonably assured will be subsequently earned during such period.

(d) The amount of sick leave advanced to an employee's account will not exceed 240 hours at any time. Where it is known that the employee is to be separated, the total sick leave advanced may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(e) There must be a reasonable assurance that the employee will return to duty.

**B. Advance Sick Leave:** Advance sick leave may be granted to permanent or probationary employees in amounts not to exceed 240 hours. Furthermore, an employee may not be indebted for more than 240 hours of sick leave at any one time. Sick leave may be advanced to

employees holding a limited appointment or one expiring on a specific date, but not in excess of the total sick leave that would accrue during the remaining period of such appointment. In either case the employee request must be supported by a statement from his/her physician attesting that the employee has a serious disability or ailment and is incapacitated for duty and stating the period of time expected to be involved. The request should be denied only if the requirements of Section 3 (a) and (b) are not met or there is a reason to believe that the employee will not return to duty or that he/she has abused the sick leave privilege in the past.

C. All accrued and accumulated sick leave must be exhausted before the advance sick leave is credited. Accrued and accumulated annual leave may remain standing to the credit of employees. The Employer will use its best efforts to answer an employee's request for advanced sick leave within fifteen (15) working days. However, an employee is responsible for applying advance sick leave in writing as far in advance as possible. If the request is denied, the reasons for such denial shall be given in writing. Further, the employee will be given consideration for LWOP consistent with the provisions of personnel rules and regulations.

#### **Section 4 – Other Paid Leave:**

A. **Military Leave:** Full-time employees are entitled to leave as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code Section 1-612.03(m) and applicable rules and regulations and the Compensation Units 1 & 2 Agreement, which provide in part the following:

1. Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for any parade or encampment with the D.C. National Guard when ordered by the Commanding General, excluding weekly drills and meetings.

2. Additional military leave with pay will be granted to full-time employees who are members of the reserve components of the Armed Forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed 22 workdays per calendar year.

B. **Court Leave:** Employees shall be granted leave of absence with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government, in accordance with personnel rules and regulations.

C. **Voting Leave:** Where the polls are not open at least three hours either before or after an employee's regular hours of work, he/she may, upon request, be granted an amount of excused time which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Leave for voting will be allowed in accordance with the personnel rules and regulations.

D. **Funeral Leave:** Funeral leave shall be granted in accordance with the Compensation Units 1 & 2 Agreement.

**E. Civic Duty:** Upon advance request and adequate justification employees required to appear before a court or other public body on public business in which they are not personally involved shall be granted leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

**F. Examinations:** Employees shall be excused without charge to leave in accordance with personnel rules and regulations for the purpose of taking an employment medical examination and examination for induction or enlistment in the active Armed Forces, a District Government owned vehicle operator examination, a civil service examination or other examination which his/her department has requested him/her to take in order to qualify for reassignment, promotion, or continuance of his/her present job, but not for the reserve Armed Forces. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of the Department or agency head, the District Government will benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to the District Government must be requested in accordance with the general leave provisions.

#### **Section 5 - Leave Without Pay:**

**A. General:** Leave of absence without pay for a limited period may be granted at the supervisor's discretion for a reasonable purpose if requested in advance in writing.

**B. Union:** Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee and the Union be granted a leave of absence without pay; provided the written request states the purpose and duration of the absence, and is submitted thirty (30) calendar days in advance of the commencement of the desired period of absence. If the Employer indicates that the requested leave will unduly hamper its operations, it may offer an alternative for consideration by the Union.

**C.** The initial leave of absence shall not exceed one (1) year. Leaves of absence for Union officials may be extended for similar periods. No more than one employee from a bargaining unit shall be on such extended leave at the same time.

**D. Parenthood Leave:** Maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. This period of absence shall be determined by the employee, her physician and her supervisor. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay. Paternity leave may be granted for a period of up to two (2) weeks following childbirth, and may be extended at the supervisor's discretion. Such leave shall be a combination of annual leave or leave without pay.

**E.** Leave may be granted for a period of up to two (2) weeks to an employee who is adopting a child, with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual leave or leave without pay.

**F. Union Officer Leave:** Attendance at Union sponsored programs may be approved annual leave or leave without pay in accordance with normal leave practices unless Administrative Leave has been approved.

**G. Educational Leave:** After completing one (1) year of service an employee upon request may be granted a leave of absence for educational purposes provided that successful completion of the course will contribute to the work of the Department. The period of leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee is returning from educational leave during which he/she has acquired the qualification of a higher rated position he/she shall not have lost any of his/her rights in being evaluated for the higher graded position.

## **ARTICLE 17**

### **ADMINISTRATION OF OVERTIME**

#### **Section 1 -Distribution:**

Overtime work shall be equally distributed among employees. Specific arrangements for the equitable distribution of overtime shall be agreed to at Union Management Cooperation Meetings. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.

#### **Section 2:**

Management will solicit volunteers when overtime work is required. In the event a sufficient number of qualified volunteers are not available to perform the job functions, overtime work will be assigned to equally qualified employees in inverse order of seniority, unless a different system is worked out on a local-by-local basis. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

## **ARTICLE 18**

### **WAGES**

#### **Section 1:**

The salaries and wages of employees shall be paid bi-weekly. In the event the scheduled payday is a holiday, the preceding day shall be the payday. If, for any reason, an employee's paycheck is not available on the prescribed day, or if it does not reflect the full amount due, that employee will be paid as quickly thereafter as is possible, and under no circumstances will he or she be required to wait until the next regular payday.

## **Section 2:**

If an employee's paycheck is delayed, the employee shall immediately notify his/her supervisor. The supervisor shall initiate efforts through the agency controller to obtain a supplemental payment. Supplemental payments will not effectuate normal payroll deductions. Appropriate payroll deductions will be deducted from the employee's subsequent paycheck. (Except DHS, see Attachment 6.)

## **ARTICLE 19** **REDUCTION-IN-FORCE**

### **Section 1 - Definition:**

The term reduction-in-force, as used in this Agreement means the separation of a permanent employee, his/her reduction in grade or pay, or his/her reduction in rank because of (a) reorganization, (b) abolishment of his/her position, (c) lack of work, (d) lack of funds, (e) new equipment, (f) job consolidation or (g) displacement by an employee with greater retention rights who was displaced because of (a) through (f) above.

### **Section 2 – Consultation:**

The Employer agrees to consult in advance with the Union prior to reaching decisions that might lead to a reduction-in-force in the bargaining unit. The Employer further agrees to minimize the effect and such reduction-in-force on employees and to consult with the Union toward this end.

### **Section 3 - Procedure:**

A reduction-in-force will be conducted in accordance with the provisions set forth in the Comprehensive Merit Personnel Act [(CMPA), D.C. Official Code § 1-624].

### **Section 4 – Impact and Effects Bargaining:**

In the event of a reduction-in-force, the Employer shall, upon request, provide the Union with appropriate information to insure that the Union can engage in impact and effects bargaining over the reduction-in-force.

### **Section 5 - Review of Procedures:**

In the event of reduction-in-force, the affected employee will receive credit for his/her performance in accordance with the Comprehensive Merit Personnel Act, [D.C. Official Code Ann., Title 1, Section 1-624 (2001 Edition)].

## **ARTICLE 20**

### **CONTRACTING OUT**

#### **Section 1:**

During the term of this Agreement the Department shall not contract out work traditionally performed by employees covered by this Agreement, except where Manpower (including expertise and technology) and/or Equipment in the department/agency are not available to perform such work, when it is determined by the Mayor that budgetary conditions exist requiring contracting out, or when it is determined by the Department that emergency conditions exist requiring such contracting out (provided however that the contracting out is for a period of time that the emergency exists). The Agency shall consult with the Union prior to any formal notice to contract out bargaining unit work.

#### **Section 2:**

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union thirty (30) days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Agency shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees.

## **ARTICLE 21**

### **STRIKES AND LOCKOUTS**

#### **Section 1 - Definition:**

The term strike as used herein means any unauthorized concerted work stoppage or slowdown.

#### **Section 2 - Strikes:**

It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District.

#### **Section 3 - Lockouts:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

#### **Section 4 - Other Considerations:**

At no time however, shall employees be required to act as strikebreakers.

### **ARTICLE 22** **GRIEVANCE PROCEDURES**

#### **Section 1:**

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled as described in this Article unless otherwise agreed to by the parties.

#### **Section 2 - Procedure:**

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievances should be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the Step in the grievance procedure where the alleged action, which precipitated the grievance, occurred.

**Step 1:** The employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor as soon as is practicable, but no later than fifteen (15) working days from the date of the occurrence or when the Union and/or the employee first had knowledge of or should have known of the occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward as soon as is practicable, but not later than fifteen (15) working days after the receipt of the grievance.

**Step 2:** If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the second level supervisor within ten (10) working days after the Step 1 response is due or received, whichever is sooner. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The second level supervisor shall respond to the Union and/or employee in writing within ten (10) working days after receipt of the written grievance.

**Step 3:** If the grievance is still unresolved, it shall be presented in writing by the employee and/or Union to the third level supervisor within ten (10) working days after the Step 2 response is due or received, whichever is sooner. The third level supervisor shall respond in writing (with a copy to the Local President) within ten (10) working days after receipt of the written grievance.



**Step 4:** If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Office of the Director or his/her designated representative, in writing within fifteen (15) working days after the Step 3 response is due or received, whichever is sooner. The office of the Director, or his/her designated representative shall respond in writing (with a copy to the Local President) within fifteen (15) working days after the receipt of the written grievance and a copy to the Office of Labor Relations and Collective Bargaining.

**Step 5:** If the grievance is still unresolved, the Union may by written notice request arbitration within twenty (20) days after the reply at Step 4 is due or received, whichever is sooner.

### **Section 3 - Union Participation:**

**A.** The Employer shall notify the Union in writing of all grievances filed by the employees, all grievance hearings and determinations when such employees present grievances without the Union. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance hearings.

**B.** Any grievance of a general nature affecting a large group of employees and which concerns the misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement shall be filed at the option of the Union at the Step or level of supervision where the grievance originates without resorting to previous steps.

### **Section 4 - Who May Grieve:**

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

### **Section 5 - Selection of the Arbitrator:**

**A.** The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer, through the Office of Labor Relations and Collective Bargaining, and by the Union as soon as possible after notice of intent to arbitrate is received. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) days after receipt of the list by both parties.

**B.** Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

### **Section 6 - Decision of the Arbitrator:**

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing.

### **Section 7 - Expenses of the Arbitrator:**

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and make copies available without charge to the other party and the arbitrator.

### **Section 8 - Time Off For Grievance Hearings:**

The Employee, Union Steward and/or Union representative shall upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 3 of Article 6 on Union Stewards.

### **Section 9 – Time Limits:**

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

### **Section 10:**

Matters not within the jurisdiction of the department/agency will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

### **Section 11:**

A. The parties agree that a process of grievance mediation may facilitate satisfactory solutions to grievances prior to arbitration. Therefore, on an experimental basis and when mutually agreed to by the parties, a mediator may be selected and utilized to facilitate settlements. The mediator may not impose a settlement on the parties, and any settlement reached will not be precedential unless otherwise agreed to by the parties on a case-by-case basis.

B. Grievances may be combined for the purpose of mediation upon mutual agreement by the parties.

## **ARTICLE 23**

### **EMPLOYEE RIGHTS**

Employees of the Unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Except as expressly provided herein, the freedom shall be recognized as extending to participation in the management of the Union and acting for it in the capacity of a union representative, including representation of its views to the officials of the Mayor, D.C. Council or Congress.

## **ARTICLE 24**

### **NEW TECHNOLOGY AND EQUIPMENT**

#### **Section 1:**

Whenever new equipment or technological changes will significantly affect operations, the Employer shall provide notice to the Union at least 60 days in advance. This time limit does not apply to the introduction of equipment or technological changes on an experimental basis. When the Employer introduces such equipment or technological changes on an experimental basis the Employer will notify the Union upon introduction as where the experiment is being conducted and its nature and intended duration and will provide 60 days notice if the experiment is to be instituted permanently.

#### **Section 2:**

The Employer shall provide any reasonable training for affected employees to acquire the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours, when reasonably available. The Employer shall bear the expense of the training.

#### **Section 3:**

If training is required by the Agency for employment and the training is held outside the employee's normal tour of duty, the employee shall receive compensatory time.

## **ARTICLE 25**

### **JOB DESCRIPTIONS**

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description.

## **ARTICLE 26**

### **SAVINGS CLAUSE**

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE 27**

### **DURATION AND FINALITY**

#### **Section 1 - Duration of Agreement:**

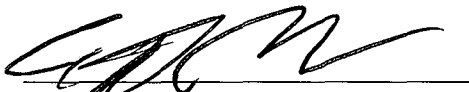
This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Official Code, 2001 Edition). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30th day of September, 2010. Should either party desire to renegotiate, renew, extend or modify this Contract, notice will be given in writing in accordance with the requirements of the Comprehensive Merit Personnel Act. This Agreement shall remain in full force and effect during the period of negotiations.

#### **Section 2 - Finality:**

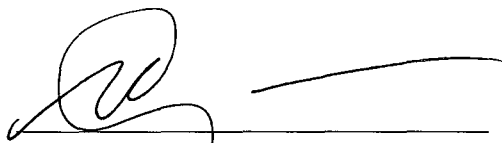
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.

On this \_\_\_\_ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

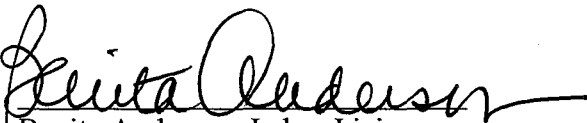


Edward Reiskin  
Interim City Administrator/  
Deputy Mayor for Public Safety  
And Justice



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

\_\_\_\_\_  
Carol Mitten, Director  
Office of Property Management

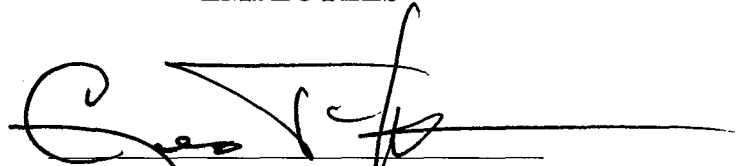


Benita Anderson, Labor Liaison  
Office of Property Management

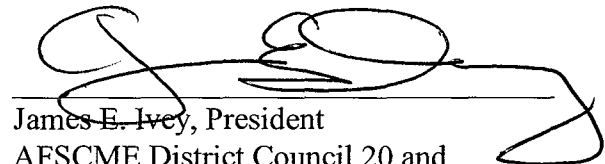


James Brown, Executive Director  
Office of the Cable Television and  
Telecommunications

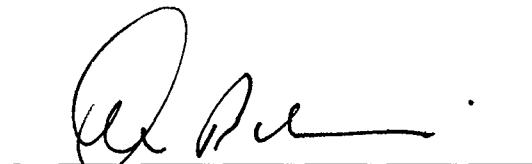
**FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**



Geo T. Johnson, Executive Director  
AFSCME District Council 20



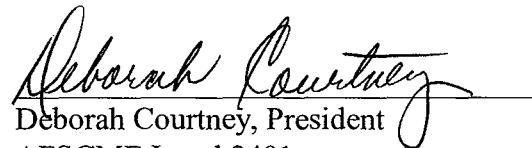
James E. Ivey, President  
AFSCME District Council 20 and  
AFSCME Local 2091



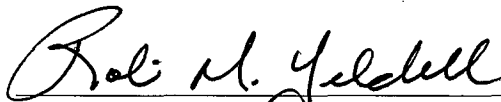
Al Bilik, Executive Assistant  
AFSCME District Council 20



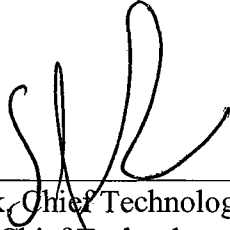
Brenda Featherstone, President  
AFSCME Local 1200



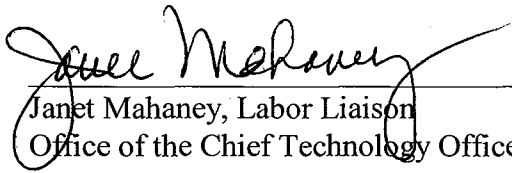
Deborah Courtney, President  
AFSCME Local 2401



Robin Yeldell, Labor Liaison  
Office of Cable Television and  
Technology



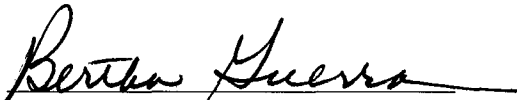
Suzanne Peck, Chief Technology Officer  
Office of the Chief Technology Officer



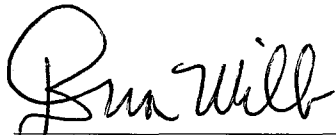
Janet Mahaney, Labor Liaison  
Office of the Chief Technology Officer



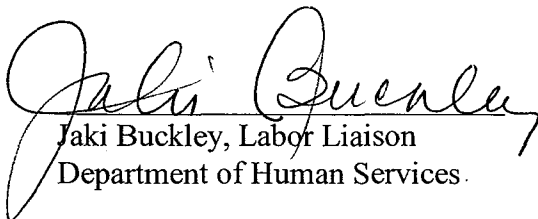
William Howland, Director  
Department of Public Works



Bertha Guerra, Labor Liaison  
Department of Public Works



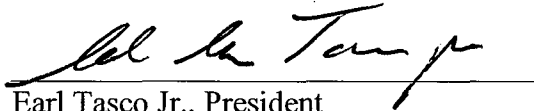
Brian Wilbon, Interim Director  
Department of Human Services



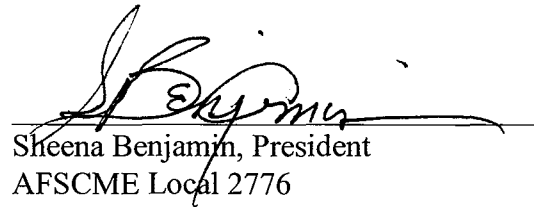
Jaki Buckley, Labor Liaison  
Department of Human Services



Cliff Dedrick, President  
AFSCME Local 2743

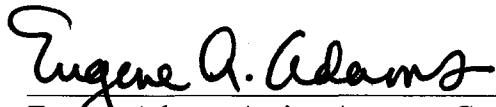


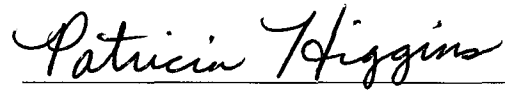
Earl Tasco Jr., President  
AFSCME Local 2092




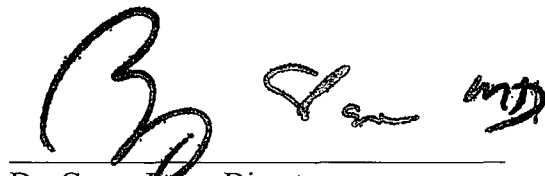
Sheena Benjamin, President  
AFSCME Local 2776

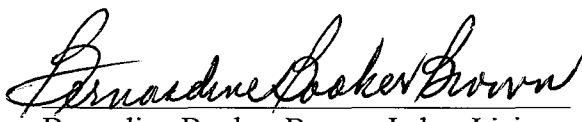


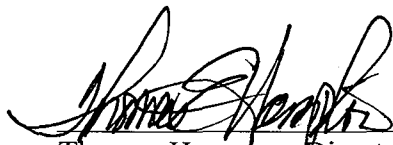
  
Eugene Adams, Acting Attorney General  
Office of the Attorney General

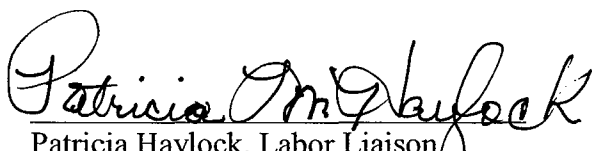
  
Patricia Higgins, Labor Liaison  
Department of Health

  
Gail Elkins Davis, Labor Liaison  
Office of the Attorney General

  
Dr. Gregg Fane, Director  
Department of Health

  
Bernadine Booker-Brown, Labor Liaison  
Department of Health

  
Thomas Hampton, ~~Director~~ *Commissioner*  
Department of Insurance, Securities  
and Banking

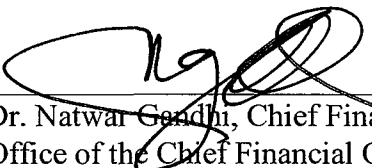
  
Patricia Haylock, Labor Liaison  
Department of Insurance, Securities  
and Banking

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Dr. Patrick Canavan, Director  
Department of Consumer and  
Regulatory Affairs

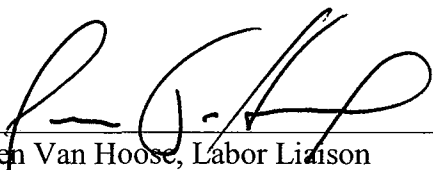
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Deborah Bonsack, Labor Liaison  
Department of Consumer and  
Regulatory Affairs




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Dr. Natwar Gandhi, Chief Financial Officer  
Office of the Chief Financial Officer



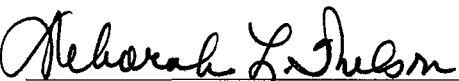
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Ben Van Hoose, Labor Liaison  
Office of the Chief Financial Officer



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Uma Ahluwalia, Interim Director  
Child and Family Services Agency



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Debra Wilson, Labor Liaison  
Child and Family Services Agency



# LABOR AGREEMENT

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*between the*

Metropolitan Police Department

*and the*

National Association of  
Government Employees (NAGE)

Local R3-05

**Effective March 8, 2007 – September 30, 2010**

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## **ARTICLE 1 PREAMBLE**

### **Section 1**

This agreement is entered into between the Metropolitan Police Department, Washington, DC, and Local R3-05, National Association of Government Employees.

### **Section 2**

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

### **Section 3**

The parties hereto affirm without reservation the provisions of this agreement, and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to through negotiation of this agreement.

### **Section 4**

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Department. Therefore, in consideration of mutual covenants and promises herewith contained, the department and Union do hereby agree as follows:

## **ARTICLE 2 RECOGNITION**

The Department recognizes the National Association of Government Employees, as the exclusive representative for a unit consisting of the following employees of the Metropolitan Police Department:

All non-professional employees of the Metropolitan Police Department excluding wage grade employees of the Property Division and the Fleet Management Division, management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity.

**ARTICLE 3**  
**WAGES AND OTHER BENEFITS**

Members covered by this agreement are in compensation unit one (1). The relevant compensation unit 1 package negotiated with the Government of the District of Columbia shall be incorporated in this Agreement.

**ARTICLE 4**  
**NO STRIKE CLAUSE**

**Section 1**

For the purpose of this contract, the term "strike" includes any strike or concerted action with others involving failure to report for duty, the willful absence from one's position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Department for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

**Section 2**

Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.

**Section 3**

The Department may discipline, as deemed appropriate, any employee who engages in a strike.

**Section 4**

In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of Local R3-05, provided that upon notification, in writing, by the Employer of said strike, Local R3-05 meets the following conditions:

1. Within not more than eight (8) hours after receipt of written notification by the Employer of any strike, Local R3-05 shall publicly disavow the action by issuing a statement to the media stating that the strike is unauthorized and unsupported by the Union.
2. Local R3-05 shall in good faith promptly direct the employees in the bargaining unit to return to work.

3. The Union's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

### **Section 5**

Management agrees that no employee will be prevented from reporting for work and performing his duties solely because of any dispute between the parties hereto.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **Section 1**

The Metropolitan Police Department retains the sole right in accordance with applicable laws and rules and regulations:

1. To direct employees of the Agency;
2. To hire, promote, transfer, assign and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the District government operations entrusted to them;
5. To determine the mission of the Agency, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work, or its internal security practices; and
6. To take whatever actions may be necessary to carry out the mission of the District Government in emergency situations.

### **Section 2**

Those inherent managerial functions, prerogatives, and policy making rights, whether listed above or not, that are in accordance with the applicable laws, rules, and regulations are hereby retained by the Department.

### **Section 3**

Those management rights that have not been expressly modified or restricted by a separate distinctive article of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

### **Section 4**

When a Departmental General Order or Regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of consultation or negotiation, as appropriate, with the Employer.

## **ARTICLE 6 RIGHTS OF EMPLOYEE REPRESENTATION**

### **Section 1**

Designated employee representatives will be free from reprisal, coercion or discrimination in the exercise of their right to act on behalf of an employee or group of employees within the bargaining unit.

### **Section 2**

One (1) Chief Steward and up to twelve (12) Shop Stewards shall be designated by the Union and shall be accorded recognition by the Employer as employee representatives for the employees in the bargaining unit.

### **Section 3**

Stewards are authorized to perform and discharge the duties and responsibilities as assigned under the grievance procedure.

### **Section 4**

The Union will supply management with the names of all the employee officials of the Union and all stewards.

### **Section 5**

Subject to security and safety, Union officials who are non-employees will be allowed to visit work sites, after prior notification and approval, to carry out their responsibilities under the terms of this Agreement.

## **Section 6**

Stewards may be contacted by employees concerning complaints and grievances during working hours but not for the purpose of discussing other Union matters. In the event such contact would require the employee to leave his/her duty post, he/she must first obtain permission from his/her supervisor.

## **Section 7**

Officials of the Union, who are employees, and stewards, shall notify their immediate supervisor when they desire to leave their work assignments to carry out their duties under the grievance procedure.

## **Section 8**

The official or steward shall be granted official time unless the work situation or an emergency precludes the granting of such official time. If official time is denied, the steward will be informed at that time when he/she will be granted official time. If the immediate supervisor is not available, notification will be made to the next higher level of supervision.

## **Section 9**

The Employer shall provide Union stewards, employees and Union officials with official time in the manner hereinafter described to receive, investigate, prepare and present grievances to management.

1. An employee may request the presence of a Union representative during an interview by the Employer if he/she believes the interview/meeting may result in disciplinary action. A Local Union representative shall be given the opportunity to be present following such a request.
2. Upon the employee's request for Union representation, the Employer shall allow the employee time to consult with the Union representative regarding the subject and purpose of the meeting. A Union representative shall be given the opportunity to be present following such a request. In no event shall the meeting be delayed beyond 24 hours unless mutually agreed.
3. Upon the employee's request, official time shall be granted as needed within scheduled working hours to report grievances to Union representative(s) and to management.
4. Union stewards and officials shall be granted official time to investigate, receive and present a grievance in accordance with the provisions of the negotiated grievance

procedure. Time shall be allowed for travel if it becomes necessary for a steward to go to another police facility to represent an employee.

#### **Section 10**

Constitutionally and officially elected delegates shall be granted five (5) days administrative leave to attend the NAGE National Convention.

#### **Section 11**

Employees elected to any Union office or selected to do Union work which takes them from their employment with the Employer shall, at the written request of the Executive Vice-President of the Local's Parent Organization, be granted a leave of absence without pay. The initial leave of absence shall not exceed one year. Leaves of absence for such Union business shall be extended for similar periods upon request. The cost of any employment benefits retained by the employee during such absence shall be paid by the Union.

### **ARTICLE 7 PROBATIONARY EMPLOYEES**

Employees serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the Comprehensive Merit Personnel Act, or any Departmental rules and regulations governing probationary employees.

### **ARTICLE 8 DUES**

The Employer agrees to withhold Union dues from the wages of unit employees who authorize such deductions by signing the voluntary salary allotment form or service fees as provided in Union Security, Article 9, Section 2.

The amount to be deducted shall be certified to the Employer by the duly authorized officer of NAGE. The aggregate biweekly deductions for all employees shall be remitted biweekly, together with an itemized statement to the duly authorized officer of NAGE, immediately after such deductions are made.

Members can choose to become service-fee payers at any time.



## **ARTICLE 9 UNION SECURITY**

### **Section 1**

The Union shall be responsible for representing the interests of all unit employees without discrimination and without regard to membership in the Union.

### **Section 2**

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 presents evidence that at least 51% of the members in the unit are members of the Union.

### **Section 3**

Membership in the Union or payment of the service fees shall not be a condition of employment.

### **Section 4**

If any court action is brought against the Employer, as a result of the service fee provisions of this Agreement, the Union shall intervene as a party defendant for the purpose of defending the propriety of the contract under the law.

### **Section 5**

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon such employee's reporting to their work site within thirty (30) calendar days of employee's appointment or reappointment. A list of new hired employees shall be furnished to the Union by the end of each month. One week prior to all scheduled orientations, the Employer shall provide written notice to the Union president.

## **ARTICLE 10 LABOR-MANAGEMENT COOPERATION**

### **Section 1**

The Employer agrees that representatives of the Union and management may meet monthly, or as necessary, for the purpose of discussing issues of common interests and establishing and maintaining labor-management cooperation by a committee composed of equal numbers from both

parties. Such Union-management meetings will be held during normal working hours without loss of pay to those employees attending.

## **Section 2**

The purpose of these meetings shall be to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the meetings be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

## **Section 3**

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

# **ARTICLE 11 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

## **Section 1 - Non-discrimination**

1. Both parties shall share equally the responsibility for applying the provision of this Agreement to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, political affiliation, handicap or sexual orientation.
2. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or an Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

## **Section 2 - Affirmative Action**

1. The Employer will continue to conduct an affirmative action program and a workplace environment plan formulated and implemented in accordance with applicable laws and regulations.
2. The Union shall have one (1) member on the Employer's EEO Counselor List selected

by the Union president or his/her designee. The member shall be either a local executive board member or a shop steward/Union representative.

3. The Union shall be provided the opportunity for involvement in the assessment and development stages of the Employer Affirmative Action Plan. In addition, the Union may submit written comments and suggestions for the Employer's consideration during the assessment and development stages.
4. The Employer agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan and will make it available for review by employees. Additionally, the Employer will provide a copy of the EEO complaint procedure to the Union and to employees.
5. The Employer and the Union will respect an employee's right to file a formal discrimination complaint under the Metropolitan Police Department's equal employment opportunity program (EEO).
6. Final selection and appointment of EEO Counselors is a management responsibility. The Union will be provided with a list of the names of the EEO Counselors and EEO Officer.
7. Allegations of discrimination based on Union affiliation may be grieved and arbitrated under this Agreement. All other allegations of discrimination will be filed with the Department's EEO office, the District's Office of Human Rights or the U.S. EEO office.

## **ARTICLE 12 USE OF FACILITIES**

### **Section 1**

The Union agrees to request, in advance, the use of space to conduct Union meetings during non-working hours of employees involved. If the request for the use of space is approved, reasonable care will be exercised in using the space and the area will be left in a clean and orderly condition. When use of the facilities is to be scheduled after 1600 hours, the Union will request this use three (3) days in advance.

### **Section 2**

The Employer agrees to provide bulletin boards in appropriate areas for use by the Union. Material posted on these boards must be related to legitimate interests of the Union and bear the signature of a Union representative who is an employee of the Agency.

### **Section 3**

The Employer agrees to designate a mailbox within the Department's internal mail system for use by the Union.

### **Section 4**

The Employer agrees to furnish to the Union a suitable location in each district or at department headquarters which will normally be available to the Union in connection with the handling of employee grievances and complaints. If that area, however, is not then available, a like area will be made available.

## **ARTICLE 13 CONTRACTING OUT**

### **Section 1**

It is understood that decision regarding contracting out are within the discretion of the department. Prior to contracting out which deviates from the agency's past practice, the Employer agrees to consider existing resources, to consult with the Union and agrees to consider the views, recommendations or suggestions offered by the Union.

### **Section 2**

The Employer agrees to notify the Union within thirty (30) calendar days of any contracting out actions, which will displace any career employee. The Employer further agrees to minimize displacement action through realignment, retraining and restricting hiring and to exert other action necessary to retain career employees consistent with applicable laws and regulations and to place employees who have been displaced by such action in other available vacant positions within MPD for which they are qualified and able to perform with minimum training. "Minimum training" refers to instruction intended to familiarize and acclimate reassigned employees with the procedures followed in a new position/department.

## **ARTICLE 14 EMPLOYEE LISTS**

Quarterly, during the term of this Agreement, the Employer shall provide the Union, upon request, with an alphabetical list of employees in the bargaining unit. This list shall include the employee's name, address, telephone number, assignment and service computation date.

## **ARTICLE 15 VACANCY ANNOUNCEMENTS**

### **Section 1**

All Vacancy Announcements for positions covered by this Agreement, for which the area of consideration is unlimited, will be posted on the District's Office of Personnel web site for at least ten (10) days. Vacancy announcements for which the area of consideration is limited to the Metropolitan Police Department will be open for at least five (5) days and carried in the Dispatch, and on the MPD website for five (5) days.

### **Section 2**

Employees must submit an application in the manner outlined in the announcement to be considered. The Department agrees to advise candidates that their application has been received, upon telephonic request by the applicant. Non-selected applicants will be notified by the Department of their non-selection. Competitive or non-competitive appointment or promotion from a group of candidates who were properly qualified, ranked or certified is not grievable under this contract.

### **Section 3**

Where all other factors are equal among applicants, the vacancy shall be filled by the applicant who has seniority in the Department.

### **Section 4**

Employees may individually or with a Union representative request a final review of a specific promotion action for which they applied and were not selected.

## **ARTICLE 16 JOB DESCRIPTIONS**

### **Section 1**

Each employee covered by this agreement shall be supplied with a copy of his/her job description. The Union shall be supplied with a copy of each job description upon request. The Union shall be given the opportunity to review substantial changes in job descriptions prior to implementation. This review will not delay the implementation of changes.

## **Section 2**

The phrase “performs other duties as required or assigned” and phrases of similar nature in the job description are understood to mean duties, which are reasonably related to the duties outlined.

Employees will not be required to work outside of their job descriptions on a regular basis.

## **Section 3**

An employee may appeal the classification of his position at any time.

# **ARTICLE 17 REDUCTION IN FORCE**

## **Section 1**

The Employer agrees to provide the Union with advance information concerning a reduction in force.

## **Section 2**

The Employer further agrees to minimize the effect on career employees to whatever extent possible through reassignment, retraining, or restricting recruitment and any other appropriate means to avoid separation of employees in full compliance with all laws and regulations of the District of Columbia.

# **ARTICLE 18 SCHEDULING**

## **Section 1 – Work Schedule**

Work schedules showing the employee's shift, work days and hours shall be posted or otherwise made known to the employee. The workweek for full-time employees shall normally consist of five consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours unless the employee is assigned to a twenty-four (24) hour operational unit.

Special schedules shall be established for employees who are assigned in a twenty-four (24) hour operational unit and are required to work on Saturday and/or Sunday as part of their regular workweek. The workday for employees assigned in a twenty-four (24) hour operational unit shall consist of eight (8) hours of work. Work schedules for employees assigned to these units shall be posted and show the employee's workdays, tour of duty and days off or otherwise made known to the employee.

## **Section 2 – Changes In Work Schedule**

Prior to any changes to the employee's work schedule, the Employer shall provide the employee with a fourteen (14) day notice. The Employer will also furnish the employee the reasons for the new assignment or change in the work schedule.

An employee's workweek or tour of duty shall not be changed for brief periods of time or on short notice for the purpose of avoiding the payment of overtime. Except when the Chief of Police determines that a unit would be seriously handicapped in carrying out its function or that costs would be substantially increased, the working hours in each day in the basic workweek shall be the same.

## **Section 3 - Rest Periods**

All employees shall be provided two fifteen (15) minute rest periods for each tour of duty.

The same principle shall apply for overtime worked beyond the regular shift except that the employees need work only one (1) or more hours to qualify for the first fifteen (15) minute overtime rest period. Where possible, this initial overtime rest period shall be granted prior to the beginning of overtime work.

## **Section 4**

Unit employees shall be granted a ten (10) minute personal cleanup period, if needed, prior to the end of the tour of duty.

# **ARTICLE 19 LEAVE**

## **Section 1 – Annual Leave**

Annual leave shall be requested by the employee from their immediate supervisor or his/her designee. Management agrees to provide the employee an opportunity to use the annual leave that is earned. Requests for annual leave will not be denied without sufficient cause and shall be based upon factors which are reasonable, equitable and do not discriminate against any employee or group of employees. Leave previously approved will not be cancelled or rescheduled by the employer without a good and sufficient reason, which shall be in writing in the remarks section on the DCSF-71.

Any normal requests for accumulated annual leave must be submitted on a DCSF-71 to the immediate supervisor or his/her designee. Requests for one day of leave or more shall be requested at least one (1) day in advance. Management shall allow an employee to submit an annual leave request four (4) months or more in advance, but no more than 12 months prior to

the date(s) the leave is requested.

It is the responsibility of the employee to notify his/her supervisor of the need for emergency annual leave prior to his/her tour of duty when possible. Call-in for emergency annual leave shall be at least one (1) hour before the start of the tour of duty, and will state the reason for the requested leave and the expected duration.

Requests for annual leave shall be approved on a first received basis. But in the event two or more requests for the same period are received and staffing requirements prevent the granting of all such requests, when objective considerations are equal, the conflict shall be resolved on the basis of employee seniority as determined by D.C. Service computation data.

If an employee is unavoidably or necessarily absent for less than one hour, or tardy, the Agency, for adequate reason may excuse him or her without charge to leave. When an employee is charged with leave or placed on any type of non-pay status, the Agency may not require him or her to perform work for any part of the leave charged against his or her account or non-pay period.

At retirement, resignation or separation, employees shall receive a lump sum payment for all annual leave not used to offset debt to the Department.

## **Section 2 – Sick Leave**

Accrued sick leave shall be granted to employees incapacitated by illness from the performance of their duties. Employees shall request sick leave as soon as possible on the first day of sickness and shall inform his or her supervisor of the expected length of absence. If the incapacity lasts longer than estimated, the employee shall contact the supervisor and provide a revised estimate.

In the event of an unforeseen emergency, a family member may contact the employee's supervisor; however, the employee must make direct contact with his/her supervisor or the next higher level manager as soon as practical but no later than the employee's end of tour of duty.

Accrued sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, etc. and for the purpose of securing diagnostic examinations, treatments and x-rays.

If absent three (3) workdays or less, the employee shall be required to certify to his or her incapacity by initialing the time and attendance report or by signing the DCSF-71, application for leave. An absence in excess of three (3) workdays should be supported by a medical certificate the reverse of the DCSF-71, or similar statement. In the event that the illness was of a nature that medical treatment was not required, the employee's supervisor (or appropriate official) may accept a suitable statement signed by the employee in lieu of a medical certificate.



If, however the illness was of such a nature that medical treatment could not be obtained because of remoteness or location or other reason, the person responsible for approving leave may accept an appropriate statement signed by the employee in lieu of a medical certificate. The minimum charge for sick leave is one hour; additional charges are in multiples of one hour.

Where there is reason to believe that sick leave is being abused, the supervisor should notify the employee in writing that a medical certificate will be required for any future absence that is to be charged to sick leave, regardless of its duration. When it is determined that an absence is not properly chargeable to sick leave or annual leave, absence without leave shall be charged. Unapproved absences also may be made a basis for disciplinary action.

Permanent employees who have completed their probationary periods shall be eligible to request advance sick leave. An employee who has completed one (1) year of service shall be granted up to thirty (30) days of advance sick leave upon submission of medical certification and as allowed by departmental rules.

### **Section 3 - Family and Medical Leave**

At the request of the employee, and pursuant to D.C. Official Code § 32-501 et seq., employees shall be entitled to up to sixteen (16) weeks of family and medical leave in accordance with the District of Columbia Family and Medical Leave Act (FMLA). Employees are also entitled to twelve (12) weeks of federal FMLA leave. An employee is not entitled to both types of leave in one year.

Maternity leave of absence shall be granted to pregnant employees who request same. The leave shall commence upon the date requested by the employee and may continue up to four (4) months. Employees must qualify for maternity leave under the Family Medical Leave Act. Maternity leave may be any combination of accumulated annual leave, sick leave, compensatory time or leave without pay at the employee's option. A pregnant employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons certified by a physician.

Paternity leave shall be granted for a period of up to sixteen (16) weeks following the birth of a child, adoption and foster child and/or children. Such leave shall consist of annual leave and or compensatory time.

### **Section 4 – Leave of Absences**

The Chief of Police may grant an employee leave without pay, up to one (1) year, in the event of serious illness. Any prior leave, D.C. or federal, counts toward the year.

### **Section 5 – Leave for Blood Donation**

Employees shall be granted paid leave not to exceed four (4) hours on any one occasion for the purpose of donating blood, in accordance with D.C. personnel regulations.

## **ARTICLE 20 TRAINING**

### **Section 1 – Basic Training**

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer'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 the Compensation Units 1 and 2 Agreement.

### **Section 2 – Reassignments and New Assignments**

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Employer will provide the training necessary to enable employees to perform all required duties. This training may be on the job training.

### **Section 3 – Continued Training Opportunities**

Training and reimbursement for training will be governed by the Department's tuition reimbursement program.

### **Section 4 – Career Training and Development**

The employer will attempt to publicize available training opportunities and courses for employee development and advancement, by posting advertisements on the Department's website and in the Department's Dispatch.

### **Section 5 – Funding**

Where the agency, in its sole discretion, is unable to fund training, such decision will not be grievable or arbitrable.

## **ARTICLE 21 SAFETY AND HEALTH**

### **Section 1**

The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safe practices and regulations.

### **Section 2**

The Employer will take prompt and corrective action to correct any unsafe condition or act which is reported. No employee shall be required to continue to work where an immediate hazard to health and safety exist.

### **Section 3**

Protective devices and other equipment necessary for the protection of employees from injury shall be provided by the Employer whenever such devices and equipment are necessary. Proper ventilation shall be provided and maintained where there may be danger from chemical fumes.

### **Section 4**

The Department and the Union agree to establish a standing Joint Safety Committee which shall meet as necessary, upon mutual agreement, to review safety conditions; to discuss matters of mutual interest and benefit pertaining to safety; and to make recommendations for improvement of safety conditions to the Chief of Police.

### **Section 5**

The Joint Safety Committee shall consist of not more than two (2) individuals appointed by the department and two (2) individuals appointed by the Union, who shall be selected annually to serve on the committee for a period of one year. The Union shall notify the Chief of Police in writing of the names and work locations of their appointees and the names and work locations of a designated alternate for each standing member.

### **Section 6**

A summary report of the Committee's meeting(s) shall be submitted quarterly to the Chief of Police. If additional meetings are held, summary reports of those meetings shall also be submitted. The recommendations of the committee, including dissenting or additional recommendations by individual committee members, shall be submitted in writing to the Chief of Police subsequent to each meeting.

### **Section 7**

The Chief of Police shall, within twenty (20) days from receipt of the recommendations of the Committee, advise the Committee in writing of his decision on the recommendations submitted.

### **Section 8**

The members of the Joint Safety Committee appointed by the Union shall be granted official time to attend meetings when they occur during the regular working hours of the employees. The Union shall notify the Department's Labor Relations Representative at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member.

### **Section 9**

If an employee in a position identified by the Chief of Police is injured in the performance of his or her duty, the Chief of Police shall have the discretion to identify a "light duty" detail for that employee, considering first any available positions within the employee's unit. The light duty detail shall be terminated as soon as the employee is medically able to return to his or her permanent assignment. The light duty detail may last no more than 90 days, except that the Chief of Police shall have the discretion to extend the detail, provided the prognosis is that the employee is not permanently disabled and will medically recover to the point of being able to return to his or her permanent assignment. The "light duty" detail shall not be to a position carrying additional compensation. Under no circumstances will the employee be considered "assigned" to the detailed, light duty position.

### **Section 10**

Disputes arising under this Article shall not be subject to the negotiated grievance procedure.

## **ARTICLE 22 PERSONNEL FILES**

### **Section 1**

The official personnel files of all personnel covered by this Agreement shall be maintained only in Human Services.

### **Section 2**

Each employee shall have the right to examine the contents of his/her personnel file and request copies of material in the file subject to D.C. Official Code § 1-631.05.

### **Section 3**

Each employee shall have the right to present information immediately germane to any information contained in his or her official personnel record and seek to have irrelevant, immaterial or untimely information removed from the record.

### **Section 4**

Records of corrective actions or adverse action shall be removed from an employee's official file in accordance with the District Personnel Manual (DPM).

### **Section 5**

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of the material as deemed necessary subject to the limitations of section 2 of this Article.

### **Section 6**

Any material commending an employee shall be forwarded to Human Services to be placed in the Official Personnel File.

### **Section 7**

The rights of employees pertaining to their Official Personnel Files shall be extended to apply to any employee's personnel file maintained by the Department.

## **ARTICLE 23 DISTRIBUTION OF CONTRACT**

The Employer agrees to print this Agreement utilizing its in house facilities and Union agrees to share its cost. The Local President will be provided with 600 copies for distribution to members.

## **ARTICLE 24 DISCIPLINE**

### **Section 1**

Discipline shall be administered in a fair, equitable, consistent objective and nondiscriminatory manner. Disciplinary action shall not be taken in a manner that is retaliatory or constitutes harassment. Employees shall not be subject to restraints, interference, coercion or reprisals when participating in the disciplinary process.

The Employer agrees that adverse or disciplinary action will not be taken against an employee without cause. For the purpose of this Article, discipline shall include the following:

1. Corrective Action – official verbal counseling; official verbal warning; official reprimand or suspension of three (3) days or less.
2. Adverse Action – suspension of four days or more; reduction in grade or removal.

## **Section 2**

Discipline shall be appropriate to the circumstances and shall be corrective rather than punitive in nature, and shall reflect the severity of the infraction. Discipline shall be administered to reflect the severity of infraction, consistent with the principles of progressive discipline. Progressive discipline does not require all discipline to start at the corrective level. Some infractions will support adverse action for the first offense.

In appropriate cases, consideration shall be given to correcting the problem through progressive discipline and the use of the employee assistance programs as provided under D.C. Official Code § 1-620.07.

## **Section 3**

For purposes of disciplinary actions and penalties, days are defined as workdays (not including Saturdays, Sundays or legal holidays).

An employee's prior disciplinary record shall be considered in selecting the appropriate penalty. However, the following time limits on prior disciplinary actions shall apply when determining the appropriate discipline:

1. A reprimand or lesser penalty shall be considered a prior offense and may be cited only within two (2) years of the effective date of the reprimand, and only if it was not withdrawn earlier by the deciding official issuing the reprimand or by other competent authority.
2. A prior corrective or adverse action except reprimands or lesser penalties shall be considered a prior offense and may be cited only within three (3) years from the effective date of the action, and only if it was not withdrawn earlier by the deciding official issuing the action or by other competent authority.

#### **Section 4**

If a supervisor has reason to verbally admonish, reprimand or discipline an employee, it shall be done in private and in a manner that shall not embarrass the employee before other employees or the public.

#### **Section 5**

An employee, against whom corrective action is proposed, shall be provided with an advance written notice of ten (10) business days. The employee shall have ten (10) business days to respond in writing and/or in person to the corrective action proposal.

Any form of corrective action taken against an employee may be appealed through the grievance procedure, beginning at the appropriate step, to the Chief of Police and will not be subject to further appeal.

#### **Section 6**

An employee, against whom adverse action is proposed, shall be provided with an advance written notice of fifteen (15) calendar days. The employee shall have fifteen (15) calendar days to respond to the adverse action proposal.

If any disciplinary action results in a suspension without pay in excess of three (3) days, a reduction in grade, or a removal, the Union may on behalf of the employee appeal the final Agency action to arbitration as provided in Article 25.

If the Union declines to advance an appeal to arbitration, or at the election of an employee, an appeal may be made to the Office of Employee Appeals on those disciplinary actions that result in a suspension without pay for ten (10) days or more, a reduction in grade or a removal.

#### **Section 7**

The Employer agrees that the notice of proposal for corrective or adverse action will identify the causes and the reasons for the proposed action. The Employer agrees to notify the employee of his/her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and/or his/her authorized representative for review. The employee and/or his/her authorized representative shall be entitled to receive copies of the material within a reasonable time.

Any information that cannot be disclosed to the employee and/or his/her representative shall not be used to support the proposed action.



## **Section 8**

An employee shall be given four (4) hours of administrative leave to prepare for his/her defense against a proposal for suspension of four (4) or more days or removal. An employee shall be given two (2) hours of administrative leave to prepare for his/her defense against a proposal of suspension for three (3) days or less.

## **Section 9**

A Commander/Director or his/her designee may attempt to resolve a suspension of ten (10) days or less after a conference with an affected employee and his Union representative (unless representation is voluntarily waived by the employee) without resorting to the steps outlined elsewhere in this Article. If discipline is recommended by an Administrative Board or by a Commander or Director other than the one to whom the employee is permanently assigned, the Conference shall be held with the Department Disciplinary Review Officer (DDRO). The employee, once notified and prior to the conference, may review the relevant investigative report. The following conditions apply to the conference:

1. The penalty does not exceed a fine or suspension of ten (10) days.
2. Transfer, reassignment, and nontraditional penalties including, but not limited to, community service, counseling, etc. are specifically permitted under this Section;
3. The affected employee voluntarily agrees to the penalty and waives all appeal rights after having been given an opportunity in the conference to present his/her side of the matter;
4. Any statements made in the conference (including proposed settlement) or actual agreement shall not be used by either party as evidence or precedent in that case or any other; except that the outcome of such a conference may be considered in the future for purposes of progressive discipline.
5. If an agreement is not reached between the affected employee and the Commander/Director (or designee), or the DDRO, where applicable, normal disciplinary procedures shall be followed in imposing any penalty.

## **ARTICLE 25 GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation,



misapplication or misinterpretation of the terms of this Agreement shall constitute a grievance under the provisions of this grievance procedure.

## **B. PRESENTATION OF GRIEVANCES**

### **Section 1**

A grievance may be brought under this procedure by one or more aggrieved employees with or without Union representation.

1. If a grievance involves all the employees in the bargaining unit, the grievance may be filed by the Union as a class grievance directly at Step 2 of the grievance procedure. It is understood that grievances filed by the Union as class grievances will be processed only if the issue raised by the grievance is the same as to all employees involved.
2. If a grievance involves a group of employees within a district or division, the grievance may be filed by the Union on behalf of the group of employees or by the group of employees at the appropriate management level authorized to resolve the issue.

### **Section 2**

A grievance shall not be accepted by the Department or recognized as a grievance under the terms of this Agreement unless it is presented by the Union and/or the employee to management at the oral Step of this procedure not later than ten (10) business days from the date of the occurrence giving rise to the grievance or within ten (10) business days of the employee's knowledge of its occurrence, or in the case of class grievances, by the Union not later than thirty (30) business days from the date of the occurrence giving rise to the grievance or within thirty (30) business days of the Union's knowledge of its occurrence at Step 2 of the procedure.

### **Section 3**

A grievance not submitted by the employee within the time limits prescribed for each step of the procedure shall be considered satisfactorily settled on the basis of the last decision received by the employee which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step shall enable the employee to pursue the grievance at the next higher step of the procedure.

### **Section 4**

The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto, but if not so waived must be strictly adhered to.

## **C. PROCEDURAL STEPS**

### **Informal Step**

The aggrieved employee, with or without his Union representative, shall meet with the management official at the lowest level capable of resolving the grievance, who is not a member of the certified bargaining unit, and orally discuss the grievance. If the official lacks the authority to resolve the grievance, he/she shall refer the employee to the appropriate management official. The official shall make a decision and orally communicate this decision to the employee within three (3) business days from the initial presentation of the grievance.

### **Step 1**

#### **Section 1**

If the grievance is not resolved informally, the employee shall submit a written grievance to his or her Manager, Commanding Officer or Division Chief within seven (7) business days following the informal response. The specific written grievance presented at Step 1 shall be used solely and exclusively as the basis for all subsequent steps. The employee shall be represented at Step 1 by his/her steward or Union representative. The written grievance at this step shall contain the following:

1. A statement of the specific provisions(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
2. The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
3. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
4. The specific remedy or adjustment sought;
5. Authorization for the Union or other employee representative, if desired by the employee, to act as his/her representative in the grievance; and
6. The signature of the aggrieved employee or the Union representative, according to the category of the grievance.

If the grievance does not contain the required information, the grievant shall be notified and granted five (5) business days from the receipt of the notification to resubmit the grievance. Failure to resubmit the grievance as required within the five (5) business day period shall void the grievance.

## **Section 2**

The employee's Manager, Commanding Officer or Division Chief shall respond in writing to this grievance within seven (7) business days of its receipt. The written response shall contain the following:

1. An affirmation or denial of the allegations upon which the grievance is based;
2. An analysis of the alleged violation of the agreement;
3. The remedy or adjustment, if any, to be made; and
4. The Signature of the appropriate management representative.

## **Step 2**

1. If the grievance is not resolved at Step 1, the employee shall submit a written grievance to the Chief of Police within seven (7) business days following receipt of the Manager, Commanding Officer or Division Chief's response. The written grievance filed at this step need not be signed by the employee. The Chief of Police, or his/her designee, shall respond in writing to the grievance within seven (7) business days of its receipt.
2. Class grievance shall be submitted by the Union in writing at this step of the grievance as provided for in Part B, Section 1.1 of this Article and shall contain the following:
  - a. A statement of the specific provision(s) of the Agreement alleged to have been violated;
  - b. The manner in which the provision is purported to have been violated;
  - c. The date or dates on which the alleged violation occurred;
  - d. The specific remedy or adjustment sought;
  - e. A statement that the grievance involves all employees in the bargaining unit and that the issue or issues raised by the grievance are the same to all employees involved;
  - f. Signature of the President of Local R3-05;
  - g. The required information must be furnished in sufficient detail to identify and clarify the matter at issue which forms the basis for the grievance. If the grievance does not contain the required information, the President of Local R3-05 shall be

notified and granted five (5) business days from receipt of the notification to resubmit the grievance. Failure to resubmit the complaint as required within the five (5) day period shall void the grievance.

The Chief of Police, or his/her designee, shall respond in writing to the class grievance within twenty-one (21) business days of its receipt.

#### **D. GENERAL**

##### **Section 1**

The Department and the Union agree that every effort will first be made to settle the grievance within the Department and at the lowest possible level.

##### **Section 2**

The employees in the unit and the Union shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either breaches this provision, the right to invoke the provisions of this Article as to the incident involved shall be forfeited.

##### **Section 3**

The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of a grievance.

##### **Section 4**

The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

##### **Section 5**

If an employee is given a directive by a supervisory authority which he/she believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

##### **Section 6**

The presentation and discussion of grievances provided for in this Article shall be conducted at a

time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be present only for the time necessary for them to present personal testimony. When the presentation and discussion of grievances or hearings as provided for in this procedure are held during the normal working hours of the participants, all employees who are entitled to be present shall be excused with pay for that purpose. An employee scheduled to work shift work or weekends will have his/her hours changed to coincide with the time of the hearing.

#### **Section 7**

No recording device shall be utilized during any step of this procedure. No person shall be present at any step for the purpose of recording the discussion.

### **E. ARBITRATION**

#### **Section 1**

The parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the grievance procedure and may be used by the Union to appeal certain disciplinary actions as outlined in Article 24.

#### **Section 2**

Within thirty (30) days of the decision of the Chief of Police on a grievance, a disciplinary action or on a final Agency Action, the Union, on behalf of an employee, may advance the matter to arbitration.

#### **Section 3**

An attempt will be made to reach agreement on the issue or conciliate the matter. Should conciliation fail, each party shall submit its own statement of the issue to arbitration under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties from a panel or panels submitted by the FMCS.

#### **Section 4**

Submissions to arbitration shall be made within ten (10) business days from any attempt at conciliation.

## **Section 5**

1. The arbitrator shall hear and decide only one grievance or appeal in each case.
2. The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
3. The hearing on the grievance or appeal shall be informal and the rules of evidence shall not apply. The hearing shall not be open to the public or persons not immediately involved unless all parties to the same agree. All parties shall have the right at their own expense to legal and/or stenographic assistance at this hearing.
4. The arbitrator shall not have the power to add to, subtract from or modify the provision of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the precise issue submitted for arbitration.
5. Arbitration awards shall not be made retroactive beyond the date of occurrence of the event upon which the grievance or appeal is based.
6. The arbitrator shall render his/her decision in writing, setting forth his/her opinion and conclusions on the issues submitted, within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement.
7. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expense of the arbitrator shall be borne equally by both parties.

## **Section 6**

Either party may file an appeal from an arbitration award to the PERB, not later than twenty (20) days after the award is served for reasons which show that:

1. The arbitrator was without authority or exceeded the jurisdiction granted; or
2. The award on its face is contrary to law and public policy; or
3. Was procured by fraud, collusion or other similar and unlawful means.

## **ARTICLE 26**

### **DISTRICT PERSONNEL MANUAL**

The Department shall make available to the Union in its Personnel Office any portion of the D.C. Personnel Manual that is not available on the District's web site. The Department shall furnish the Union with a copy of all department regulations.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

In the event an Article, Section or portion of the Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 28**

### **DETAILS**

#### **Section 1**

An employee detailed or assigned to a position carrying additional compensation for more than 90 consecutive days shall receive the higher rate of pay beginning the first full pay period following the 90 day period.

#### **Section 2**

The Employer shall take measures to insure that an employee assigned or detailed to a higher graded position is not arbitrarily removed from the detail in order to avoid payment in accordance with section 1, above.

#### **Section 3**

Upon selection of an employee to a detailed position, the selecting official shall immediately prepare a DC Standard Form 52 (Request For Personnel Action).

#### **Section 4**

The Employer shall avoid practices in detailing employees to a higher graded position that are indicative of pre-selection.

## **ARTICLE 29**

### **DURATION AND FINALITY OF AGREEMENT**

#### **Section 1**

This Agreement shall remain in full force and effect until September 30, 2010, subject to the provisions of Section 1715 of the Merit Personnel Act. In the event there is a change in management or the transfer of a group or groups of functional elements to another DC Government Agency, this agreement will be honored by the new agency until a new agreement is negotiated.

#### **Section 2**

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter.

#### **Section 3**

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.), the provisions of this Agreement may be suspended by the Mayor during the time of the emergency. The Chief of Police may suspend any provision of this contract when the Chief declares an emergency.

#### **Section 4**

This Agreement shall remain in effect until September 30, 2010, from the date approved as provided in Section 1715 of the Act, and will be automatically renewed for three (3) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement one hundred and fifty (150) days prior to its anniversary date. In the event that either party requests modification of any article or part of any article, or the inclusion of additional provisions, only the related articles or part of the articles shall be affected and the unrelated articles and/or parts of articles shall continue in full force and effect.



On this 28<sup>TH</sup> day of DECEMBER 2006, and in witness thereof, the parties  
hereto have set their signatures.



Charles H. Ramsey  
Chief of Police



Michael Patterson  
President  
National Association of Government Employees  
Local R3-05

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WORKING CONDITIONS  
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

DISTRICT OF COLUMBIA GOVERNMENT  
DEPARTMENT OF GENERAL SERVICES

AND

TEAMSTERS LOCALS 639 AND 730

COVERING

WAGE GRADE EMPLOYEES

Effective April 1, 2013 - September 30, 2017

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*DSA - 10/7/16  
included in error.*

## **ARTICLE I.**

## **RECOGNITION: COVERAGE**

### **Section A**

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

### **Section B**

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

#### **OPERATING ENGINEER UNIT (Local 730)**

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

## MAINTENANCE AND CRAFT UNIT (Local 639)

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

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

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

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

## Section C

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

## **ARTICLE II. DEFINITIONS**

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

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



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

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

### **ARTICLE III.      MANAGEMENT RIGHTS**

#### **Section A**

The Union recognizes the Comprehensive Merit Personnel Act (CMPA) as codified at D.C. Official Code §1-617.08, provides that DGS shall retain the sole right, in accordance with applicable laws, rules and regulations to:

1. To direct employees of DGS
2. To hire, promote, transfer, assign and retain employees in positions within DGS and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties and to conduct reductions-in-force because of lack of work or other legitimate reasons;
4. To maintain the efficiency of DGS operations;
5. To determine the mission of DGS, its budget, its organization, the number of employees, to establish the tour of duty, to determine the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty;
6. To determine the technology for performing its work, and its internal security practices; and
7. To take whatever actions may be necessary to carry out the mission of DGS in emergency situations.

### **Section B**

The selection and implementation of management rights are not subject to collective bargaining negotiations. In accordance with D.C. law, DGS shall bargain with the Union upon request over the impact and effects of DGS's exercise of any management rights.

### **Section C**

An act, exercise or agreement of DGS shall not be interpreted in any manner as a waiver of the sole management rights contained in D.C. Official Code §1-617.08(a).

### **Section D**

The parties recognize that management rights are beyond the scope of collective bargaining. The parties further recognize that such rights do not preclude negotiation over the impact and effect of the exercise of management's rights on changes in the terms and conditions of employment as permitted by law.

### **Section E**

All matters shall be deemed negotiable except those listed at D.C. Official Code §1-617.08, or as determined by the Public Employee Relations Board.

## **ARTICLE IV. EXTRA CONTRACT AGREEMENTS**

### **Section A**

DGS 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.

### **Section B**

This Article shall not be interpreted to prevent DGS from addressing and resolving grievances presented by individual employees without the intervention of a labor organization, as provided in D.C. Official Code §1.617.06(b). Any such resolution shall not be considered as a precedent or as relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances.

## **ARTICLE V. PROBATIONARY PERIOD**

### **Section A**

All individuals hired by DGS shall be required to successfully complete a minimum probationary period of one (1) year.

### **Section B**

The parties agree that probationary employees shall not be entitled to certain provisions of this Agreement, including the right to grieve and arbitrate or otherwise appeal their separations.

## **ARTICLE VI. SENIORITY**

### **Section A**

Principle of Seniority - The principle of seniority shall apply at all times. Everything being equal, seniority shall apply but fitness and ability shall be considered at all times. Seniority is as defined in Article II. 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 inconsistent with federal law and/or D.C. Law. Any appeal of a reduction-in-force shall be filed pursuant to law. For the purpose of application under this Agreement, seniority shall be maintained on an occupational unit basis. Seniority will be bridged for job assignments and vacation purposes.

### **Section B**

Every October 1, DGS shall furnish the Union with a seniority list showing the continuous service of each employee within that occupational unit.

### **Section C**

An employee shall lose his seniority for the following reasons:

1. He quits or retires.

2. He is discharged and the discharge is sustained,
3. He obtains leave under false pretenses or engages in other employment during a leave of absence.
4. He does not notify the DGS Office of Human Resources 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.

#### **Section E**

Seniority shall not accrue to new employees until completion of the one (1) year probationary period. Upon successful completion of the probationary period, a new employee's seniority shall be established retroactively to that employee's most recent date of hire.

#### **Section F**

DGS shall annually furnish the Union with a seniority list showing the seniority date of each employee within the bargaining unit.

### **ARTICLE VII. UNION ACTIVITIES**

#### **Section A Number of Representatives**

DGS shall recognize elected/appointed Officers and Shop Stewards such that there is no more than one (1) Steward for every fifty (50) employees. Stewards will be located at the Operations, Warehouse and Maintenance locations.

#### **Section B Designation of Representatives**

1. The Union shall provide DGS's Labor Liaison in writing with a complete list of all Union Officers and Stewards. It shall be the

responsibility of the Union to notify DGS managements of any changes in the roster of Union Officers and Stewards.

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

#### **Section C Advance Notice Required When Requesting Official Time**

1. Representatives of the Union will be granted reasonable amounts of official time to carry out their representational duties in accordance with the provisions of this Article.
2. Official time for all Union representatives must be requested and approved in advance consistent with workload requirements except when exceptional circumstances do not allow for advance approval.

#### **Section D Requests for Official Time**

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

2. The parties recognize that some issues may be of a sensitive nature and may require sensitivity and care when representing employees involved in such matters. In such cases, the Union representative will contact the Labor Liaison to request official time to attend to the Union representation matter perceived to be of a sensitive nature. The Labor Liaison will consult with the appropriate supervisor after receiving the Union's request for Official Time.

#### **Section E Advance Notification When Visiting Work Areas**

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

#### **Section F Official Time for Representational Activities**

1. For the purpose of this Article, "representational functions" means those authorized activities undertaken by bargaining unit employee representatives on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement. Employees required to appear at meetings and conferences at the request of the District or U.S. Government or DGS officials, or pursuant to a request from the D.C. Council, the Office of Personnel Management or the U.S. Congress, shall not be charged annual leave for such purposes and shall be provided administrative leave to the extent consistent with law and regulation. The employee receiving such a request shall immediately notify the appropriate supervisor and, upon request, provide a copy of the request or other appropriate evidence of the request. Additional examples of activities for which a reasonable amount of official time will be authorized, upon advance request by the Union are as follows:
  - a. Assisting employees in the preparation and/or presentation of grievances, complaints or appeals;



- b. Grievance meetings, administrative hearings and arbitration hearings;
  - c. Disciplinary or adverse action proceedings;
  - d. Labor negotiations as a representative of the employees;
  - e. Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;
  - f. Attendance at board and other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.
  - g. Attendance at meetings between the Employer and the Union;
  - h. Attendance at DGS recognized/sponsored activities to which the Union has been invited;
  - i. Attendance at meetings between the Union and bargaining unit employees regarding the terms of working conditions and conditions of employment, and
  - j. Other joint labor/management activities benefitting both Labor and DGS.
2. Official time shall not include the time spent on internal Union business, including, but not limited to:
- a. Attending Union meetings regarding internal Union business;
  - b. Soliciting members;
  - c. Collecting dues;
  - d. Posting notices of union meetings;
  - e. Carrying out elections;
  - f. Preparing and distributing internal Union newsletters or other such internal documents.

### **Section G**

DGS recognizes that accredited National Representatives may need access to the premises at respective agencies during working hours to conduct Union business. When access to agency premises is required by National Representative(s), reasonable advance notification must be submitted to and prior approval received from the Labor Liaison. Such access may not hinder employees in the performance of their work assignments. The Labor Liaison will consult with and ensure that the appropriate supervisor(s) of the facility to be visited is aware of the date and time of the Union National Representative's visit.

### **Section H**

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

### **Section I**

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

### **Section J**

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

### **Section K**

This Article shall not be interpreted in any manner which interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

### **Section L**



During investigatory questioning that is likely to lead to discipline, DGS will notify employees of their right to Union representation.

#### **Section M**

If a Steward is transferred by an action of DGS (not including promotion or transfer at the employee's request), that individuals may continue to act as a Steward for his former work site for a period not to exceed thirty (30) days after notification of the transfer.

#### **Section N Performance of Duties**

1. The Union and DGS agree that all Union Stewards have full-time job duties to perform as employees, and that Stewards shall therefore keep time spent handling grievances and other official Union matters during working hours to a minimum.
2. Stewards shall perform their Union duties in a manner that does not interfere with the work of other employees or DGS's performance and provision of services. DGS agrees that there shall be no unlawful restraint, interference, coercion, or discrimination against a Steward in the performance of such duties.

#### **Section O Management-Steward Meetings**

To facilitate the resolution of grievance and in the interest of labor-management cooperation and the maintenance of positive labor relations, the Labor Liaison, shall meet once every two weeks with the Union's stewards at a mutually agreeable time, day and place. These meetings will give management and the Union's stewards a chance to know each other better and will provide an opportunity for both sides to raise concerns, suggestions and potential grievances for informal discussion and resolution. Management-Steward Meeting may be used as forum to develop an informal process for the resolution of grievances already submitted through the grievance and arbitration Article of this Agreement. If an informal process is used the President of the Union agrees that Stewards so engaged in the informal resolution of grievances have the authority to bind the Union.

### **ARTICLE VIII DRUG TESTING**

Employees may be tested as required by law. If employees are required to have drug tests, the following provisions will apply. As one government institution

whose work affects the health, safety and well-being of students who attend D.C. Public Schools (DCPS), 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. In addition, we recognize that off-the-job use may signal a risk of use on the job.

## **PROCEDURES**

### **Section A Types of Tests and Drugs**

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

#### **DRUGS SCREENED**

- a. Amphetamines
- b. Methamphetamines
- c. Phenmetrazine
- d. Morphine or Heroin
- e. Codeine
- f. Demerol
- g. Dilaudid
- h. Quinine
- i. Darvon
- j. Methadone
- k. Cocaine, Free
- l. Cocaine, Metabolite (Benzoyllecgoine)
- m. Phenobarbital
- n. Short Acting Barbiturates (Pento-, Seco-, Amo-, Butabarbital)
- o. Phencyclidine (PCP)
- p. Methaqualone
- q. Phenothiazine
- r. Cannabinoids
- s. Alcohol
- t. Any other illicit or controlled substances

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

#### **Section B Sample Collection Site**

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

#### **Section C 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:

1. Each employee is to be called to the collection area individually and given an opportunity to discuss the procedures which will be employed.
2. The employee will execute a release of information form permitting the results of the test to be provided to necessary DGS officials.
3. 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.
4. 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.
5. 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.

6. 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 DGS official and the employee will be scheduled for a new collection.
7. 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.

#### **Section D Testing Results**

1. 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.
2. An employee who has once tested positive, and who is retained in an employment status with DGS, will thereafter be subject to drug testing, without advance notice, during the calendar year in which the drug test was originally performed and the next succeeding calendar year.
3. Employees who test positive and who are suspended rather than terminated, will be required to consult with District's 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. Participation in the EAP program does not insulate employees from discipline.

4. Results of tests conducted by DGS pursuant to this directive shall not be provided to any agency, whether public or private, or to any individual within DGS other than those with a demonstrated need to know.

## **Section E**

Where the law or provider authorize or use materially equivalent procedures, they will also be acceptable.

## **ARTICLE IX.      ACCESS TO EMPLOYEES**

### **Section A**

The Union shall be notified monthly of all new hires and rehired employees. The Union shall be granted access to explain Union membership, services and programs.

## **ARTICLE X        INSPECTION PRIVILEGES**

Accredited representatives of the International Brotherhood of Teamsters, whether local Union representatives, Joint Council, or International representatives, shall be allowed on employer property 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 employer property 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. Access shall not be unreasonably withheld under this Article.

## **ARTICLE XI.     SERVICE FEES**

### **Section A**

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 presents evidence that at least 51% of the employees in the unit are members of the Union.

## **Section B DUES AND INITIATION FEE DEDUCTIONS**

1. Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement, DGS will ensure 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. All authorizations of deductions shall be irrevocable for the term of this Agreement unless the employee leaves the bargaining unit. When Union dues are canceled, the employer shall withhold a service fee in accordance with Article XI. Service Fees.
2. The Employer shall deduct \$.10 deduction (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.
3. 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.
4. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights under *Hudson v. Chicago Teachers Union Local No. 1*, 743 F. 2d 1187, 1191, 117 LRRM 2314 (7<sup>th</sup> Cir. 1984), and related cases. The dues check-off authorization may be cancelled by the employee at any time during the duration of the Agreement. The Union shall provide a copy of its Hudson Plan to the Employer, within one month of the effective date of this Agreement.

5. The employee's authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB) on the D.C. Form 277, or other appropriate form.
6. Payment of dues or service fees shall not be a condition of employment.
7. When the Union notifies OLRCB of an increase in the dues and/or service fees to be withheld from the pay of unit members, such notice must identify the authority in the Constitution or Bylaws that support the increase and a statement that all procedures prerequisite to the increase were followed.

**ARTICLE XII. Democratic, Republican, Independent Voter Education (DRIVE) AUTHORIZATION AND DEDUCTION**

**Section A**

Upon receipt of lawfully executed authorizations, DGS agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democratic, Republican, Independent Voter Education (DRIVE). DRIVE shall notify DGS 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 (OPRS), District of Columbia Government.

**Section B**

The Union shall indemnify, defend and hold the employer harmless from and against any and all claims, demands, charges, complaints or suits based on or arising out of any action taken by DGS pursuant to this Article. . In any case in which a judgment is entered against the employer as a result of DRIVE contributions, the amount of all such DRIVE deductions held to have been improperly deducted and transferred to the Union, shall be returned by the Union to the employer or conveyed by the Union to the employee(s) as appropriate.

**ARTICLE XIII.     CREDIT UNION CHECK-OFF**

**Section A**

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

**Section B**

Credit Union deductions pursuant to this Article, shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government. The Union shall indemnify and hold DGS harmless from and against any and all claims, demands, charges, complaints or suits based on or arising out of any action taken by DGS pursuant to this Article.

**ARTICLE XIV.     INVESTIGATIONS**

**Section A**

This Agreement recognizes that the employee is granted certain constitutional rights and privileges and duly respects these liberties. However, the Employer and the Union also agree that certain circumstances will arise which will lead to an investigation or questioning of employees.

**Section B   Definitions:**

Investigation: A duly authorized investigation as delegated from the Director or his designee, when there is reason to believe a disciplinary action will probably be taken.

Questioning: Questions asked by an immediate supervisor regarding a violation of DGS rules, regulations or other applicable rules, regulations, or laws. Questioning may or could lead to a duly authorized investigation.



### Section C

In cases of investigation, with the Business Agent or shop steward present, the willful refusal of an employee to answer such questions may be considered adequate grounds for recommending dismissal of such employee.

### Section D

The DGS 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 XV. BULLETIN BOARDS**

### Section A

The DGS shall provide bulletin boards (or space on existing bulletin boards) for employee information and internal communications, in locations where there are members of the bargaining unit. Such space may be used by the Union to post documents and material providing information on:

1. Recreational and social affairs of the Union;
2. Union elections;
3. Any Report of the Union; and
4. Union meeting notices.

### Section B

Union notices and other postings on bulletin boards provided by DGS shall not contain anything political or of a libelous nature.

### Section C

An authorized Union representative shall be responsible for posting material on the bulletin board(s) and for keeping such notices timely.

#### Section D

The Union agrees to immediately remove any material in violation of this Article once DGS makes such a request or once the Union is otherwise made aware that materials posted violate this Article.

#### Section E

A courtesy copy of all materials to be posted pursuant to this article will be provided to the DGS Human Resources Division at the time of posting.

### **ARTICLE XVI. PERSONNEL FILES**

#### Section A

The official personnel record of a DGS employee, which is kept by DCHR, shall be disclosed to the employee or any representative of his or her choice. All such disclosures shall be made in the presence of a representative of the agency.

#### Section B

The following information which may be in an official personnel record shall not be disclosed to any employee:

1. Information which has been received on a confidential basis from a person under an agreement that the identity of the source of the information will not be disclosed; provided however, that such information may be disclosed if all information identifying the source of the information is deleted in such a manner to positively preclude identity of the source;
2. Medical information, which, in the judgment of the employee's physician would be injurious to the health of the employee, if disclosed;
3. Criminal investigative reports;
4. Suitability inquiries and confidential questionnaires undertaken in accordance with rights afforded under this chapter; and

5. Test and examination materials which may continue to be used for selection and promotion purposes; provided, however, that the description of test and general results thereof shall be disclosed.

### **Section C**

Each employee shall have the right to present information immediately germane to any information contained in his or her official personnel record and seek to have irrelevant, immaterial, or untimely information removed from the record.

### **Section D**

For the purpose of this subchapter, information other than a record of official personnel action is untimely if it concerns an event more than 3 (three) years in the past upon which an action adverse to an employee may be based. Immaterial, irrelevant, or untimely information shall be removed from the official record upon the finding by the Agency head that the information is of such a nature. Prior to the removal of any information in the file, the employer shall notify the employee and give him or her an opportunity to be heard.

## **ARTICLE XVII. DISCIPLINE AND DISCHARGE**

### **Section A.**

Except for actions which may result in damage to DGS or District property, or may be detrimental to the efficiency and discipline of the system, or may be injurious to other individuals, disciplinary measures shall be taken in the following order:

- Oral warning
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

An employee may be suspended immediately if the employee's behavior or condition constitutes a danger to the employee, other staff, students or the operation.

### **Section B**

Any disciplinary action or measure imposed upon an employee must be received by the employee, if hand delivered or post marked (if mailed) within fifteen (15) workdays of knowledge of the matter upon which the proposed action is based. It is understood that "knowledge of the matter" refers to the result of a reasonable and timely investigation. For example, if management is informed that something may require discipline, the knowledge of the matter starts at the conclusion of a reasonable and timely investigation.

### **Section C**

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

### **Section D**

1. 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. 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.
2. In cases involving suspension of less than five (5) days only, employees will be given seven (7) work days' notice prior to the effective date. Employees will have five (5) work days to respond. A copy of such written notice shall also be sent to the Union

### **Section E**

DGS shall not discharge any employee without just cause. However, discharge is appropriate for the first offense for the following:

1. Insubordination;
2. Violence or threats of violence;
3. Fighting on the job;

4. Possession of controlled substances without a prescription;
5. Intoxication;
6. Misrepresentation in securing employment or falsification of official records;
7. For confidential employees, breach of confidentiality;
8. Theft or dishonesty;
9. Unlawful discrimination or harassment, including sexual harassment;
10. Discourteous or abusive treatment of students, school faculty or administrators, the public, supervisors, or other employees; and
11. Misuse, mutilation or destruction of District property or funds.

#### **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 with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

#### **Section H**

The DGS shall discipline, suspend or discharge employees only for just cause. However, the parties understand and agree that the discipline, suspension or discharge of employees in their initial probationary period with the District shall be within the sole discretion of DGS.

## **ARTICLE XVIII** GRIEVANCE PROCEDURE

### Section A

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

### Section B

Unless stated otherwise, for purposes of this Agreement, notice shall be effective when it is received in writing by facsimile or electronic mail, hand delivery or date of receipt by the parties for documents sent via first-class mail.

### Section C Categories:

1. **Personal: An individual's grievance.** A grievance filed by an employee with or without the employee being represented by the Union.
2. **Group:** A grievance involving a number of employees, at least two, but not all employees, in any subdivision of DGS.

A group grievance must contain all the information specified in Step 2 of this Article. A sufficient description of the group shall accompany the grievance. This kind of grievance may be filed at whatever step resolution is possible.

3. **Class:** A grievance involving all the employees in the unit. It must be filed and signed by the Union President or designee with the DGS Director at Step 3 of the Grievance Procedure. Grievances so filed will be processed only if the issues raised are common to all unit employees.

A class grievance must contain all information specified in Step 2, of this Article. The DGS Director, or his/her designee, shall respond in writing within fifteen (15) working days of receipt of the grievance.

### Section D

Any employee may present a grievance at any time to DGS without the assistance of the Union. However, the Union has the right to attend any grievance meeting and to present its views concerning the grievance. Grievances brought



by the Union or an individual grievant under this Article shall be settled in the following manner:

#### **STEP 1**

An employee or the Union must initially present any grievance to the aggrieved employee's unit supervisor within five (5) working days after the first of either the Union or the employee acquires knowledge of the essential facts upon which the grievance is based. A grievance that is presented beyond this time period shall be considered untimely and shall therefore be rejected. If a grievance is presented on behalf of more than one grievant and at least two of the grievants report to different immediate supervisors, the grievance may be presented at Step 1 to the immediate supervisor of any grievant. The supervisor must respond to the grievance within five (5) workdays of receipt.

#### **STEP 2**

If a grievance is not resolved at Step 1, the grievance must be presented in writing to the Deputy Director or his/her designee within five (5) working days after the Step 1 response was received or due. If the Deputy Director or his/her designee is the same person as the unit supervisor from Step 1, the Step 2 grievance must be presented in writing to a senior DGS management official in another unit. A Step 2 grievance that is presented beyond this time period shall be considered untimely and shall therefore be rejected. The written grievance shall include:

- a. the name(s) of all employees in the matter;
- b. a statement of the essential facts giving rise to the grievance;
- c. identification of the provisions of this Agreement alleged to have been violated;
- d. the specific relief requested;
- e. the date or dates on which the alleged violation occurred;
- f. authorization for the Union or other employees representative(s), if desired by the employees, to act as her/his representative in the grievance;
- g. the signature of the aggrieved employee(s) and the Union if applicable, according to the category of the grievance.

### **Step 3**

If the grievance remains unsettled, the employee shall submit it to the DGS Director within five (5) working days following the receipt of the response of the Deputy Director or designee. Within fifteen (15) working days of receipt the DGS Director will respond in writing to the grievance.

After submission of a grievance to the DGS Director, the DGS Director or his designee shall meet as soon as is convenient for all parties and discuss the matter with the grievant and the Union, but no later than (15) fifteen working days after submission of the grievance to the DGS Director, and shall deliver a written decision on the grievance to the Union (or, if an individual grievant is presenting a grievance without the Union's direct involvement, to that grievant) within ten (10) working days after the Step 3 meeting.

The written grievance and the issues presented at this Step 3 shall provide the sole and exclusive basis for purposes of Step 3 of this grievance procedure; the Union may, however, delete items from the original written grievance if it is pursued at Step 3.

### **STEP 4**

1. If the grievance is not resolved at Step 3, then within five (5) working days after the DGS Director or his designee delivers the Step 3 decision the Union may request in writing that the grievance be referred to arbitration. The Step 4 written request for arbitration by the Union must be filed with the office of the Director of DGS within the stated time period.

2. The parties agree that timeliness is a substantive matter, for the purposes of arbitration. As a result, the right to arbitrate a grievance shall be considered waived if the request for arbitration is not presented to the Director of DGS within the required time period. If a demand for arbitration is not submitted to the DGS Director within the timeframe outlined in this Agreement, DGS's written Step 3 response shall become the final decision and not subject to appeal.

Within ten (10) working days after a timely written request for arbitration is filed, the parties shall attempt to select a mutually agreeable and impartial arbitrator from the list of arbitrators attached to the agreement as Appendix A. Each party reserves the right to request an extension of ten (10) work-



ing days per grievance. If an arbitrator is not selected within ten (10) workdays, the demand for arbitration will be considered withdrawn.

#### **Section E**

Any grievance that DGS may have against the Union shall be submitted in writing to the Union President within fifteen (15) working days after DGS acquires knowledge of the essential facts upon which the grievance is based. The parties shall meet to discuss the grievance within fifteen (15) working days after submission, and the Union shall provide a written response to the grievance within fifteen (15) working days after the meeting. If DGS thereafter wishes to have the grievance decided through arbitration, it shall provide notice of that fact to the Union President within ten (10) working days after receipt of the Union's written response to the grievance or the date the response was due, and the parties shall thereafter follow the provisions of Step 4 above for the selection of an arbitrator.

#### **Section F**

Arbitration hearings held pursuant to this Article shall not be open to the public. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply. Either party has the right to arrange for a verbatim stenographic record of the hearing, at the party's expense. The parties may agree to share the expense of the record. The stenographic company shall provide the Arbitrator a copy of the record. Stenographic records are not producible pursuant to a request by either party unless that party has paid for all or part of the cost of said record pursuant to a mutual agreement. If the Union intends to share the cost of the record of the hearing it must notify DGS at the time of the request for arbitration.

#### **Section G**

The expense of arbitrating any grievance shall be borne equally by DGS and the Union, except that each party shall be responsible for its own attorneys' fees and related costs.

#### **Section H**

An arbitrator who hears a grievance under this Article shall not have the authority to add to, subtract from, amend or otherwise modify this Agreement or establish new terms or conditions under this Agreement. The arbitrator may not substitute his or her own business judgment for that of DGS. The arbitrator shall provide a

decision on the grievance within 30 days after the closing of the record or the filing of all permissible briefs in the matter, whichever is later.

#### **Section I**

A mutual settlement of the grievance pursuant to the procedures set forth herein is final and binding. An arbitrator's decision resolving a grievance pursuant to the procedures set forth herein, shall be final and binding on the parties absent an appeal.

#### **Section J**

Employees have the right, upon request, to have a Shop Steward or a Union representative present during the discussion of any grievance with DGS.

#### **Section K**

Should the grievance not contain the required information, the employee/Union shall be notified and given three (3) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the three (3) working day period shall void the grievance.

#### **Section L**

The parties agree that arbitration is the method of resolving grievances that have not been satisfactorily resolved pursuant to the Grievance Procedure. Disputes of arbitrability shall be determined by the D.C. Superior Court prior to a hearing on the merits. At the time DGS receives the demand for arbitration, if the Agency asserts non-arbitrability, the Union will be notified that the Agency believes that the issue is not arbitrable. The party disputing the assertion of non-arbitrability shall file a motion to compel arbitration with the D.C. Superior Court. Failure to raise arbitrability during the processing of the grievance shall not preclude either party from raising the issue at any time prior to a decision on the merits.

#### **Section M**

Once an arbitrator has been selected, the party requesting arbitration will provide the section of the grievance procedure requiring the arbitrator to render his/her decision within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives briefs, if filed, whichever is later and requests that the arbitrator confirm in writing that he/she will be able to render a decision within thirty (30) days after the stated events, as required by the parties

agreement. Should the arbitrator selected confirm that he/she will be unable to render a decision within thirty (30) days or within a reasonable time thereafter, either party may demand a different arbitrator. If the arbitrator selected does not provide his/her decision within the timeframe specified in this agreement, any decision rendered by the arbitrator after the date on which his/her decision was due, will be implemented as if received on the date the decision was due.

#### **Section N**

No matter shall be entertained as a grievance unless raised within five (5) days of the occurrence of the event giving rise to the grievance, or within five (5) days of the employee's or Union's knowledge of the occurrence of the event giving rise to the grievance. Time limits will be waived if supervisors have been informed and do not process grievances in a timely manner.

#### **Section O**

Any unsettled grievance not advanced to the next step by the employee, or in the event of a class or group grievance, the Union representative, within the time limit specified in the step, shall be deemed abandoned. If DGS does not respond within the time limit specified at each Step, absent mutual agreement to extend the time limit, the employee may invoke the next step treating the lack of response as a denial of the grievance.

#### **Section P**

For all provisions of this entire agreement, all time limits must be strictly observed unless the parties mutually agree to extend said time limits barring emergencies or exigent circumstances. "Days" means calendar days unless otherwise noted herein. Working days refer to Monday through Friday and exclude Saturday, Sunday, legal holidays and days when DGS or the District is ordered administratively closed.

#### **Section Q**

No recording device shall be used during any step of this procedure by either party. However, the arbitrator may record the arbitration hearing to aid in preparing the award and decision. No person shall be present at any step for the purpose of recording the discussion. However, nothing in this provision shall prohibit the parties or a party from employing the services of a professional court reporter or stenography service for the purpose of preparing a true and correct transcription of the arbitration hearing.

## **Section R**

The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.

## **Section S**

A party does not waive its rights to present questions of arbitrability by failing to raise the issue before the start of the arbitration hearing.

# **ARTICLE XIX.     NO STRIKES AND NO LOCKOUTS**

## **Section A**

During the life of this Agreement, 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 stoppages or otherwise, nor will DGS 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 XX.     SAFETY COMMITTEE**

There shall be a Committee known as the General Safety Committee, with a membership of fourteen (14) individuals, one (1) representative appointed by the Union from each unit covered by this Agreement, two (2) Teamster Officials, and seven (7) representatives appointed by DGS, five (5) from the work areas covered by this Agreement and two (2) from other employees of DGS.

Employees will be paid for all time spent in General Safety Committee meetings. This Committee shall meet quarterly (or more often as may be decided by the Committee) for the purpose of promoting maximum employee safety. It will be the function of the General Safety Committee to make recommendations to the DGS Director for the purpose of eliminating and controlling unsafe conditions which are liable to cause injury to employees. Response to these recommendations shall be made within thirty (30) days.

## **ARTICLE XXI.     SAFETY AND HEALTH**

### **Section A   Working Conditions**

1.   DGS 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. DGS 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 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 (2001, as amended).
3.   DGS 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 dangerous 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. DGS 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 this 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, DGS 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, or 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 DGS, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by DGS 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 DGS and shall be made in multiple copies, one copy to be retained by the employee. DGS 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 DGS that a vehicle or equipment is in an unsafe working or operating condition, and receives no consideration from DGS, he shall take the matter up with the officers of the Union who will take the matter up with DGS.

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

1. DGS shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, DGS 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 DGS officials.

#### **Section F Safety Devices and Equipment**

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

#### **Section G Safety Training**

1. DGS 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 XX.
3. DGS shall provide CPR training to all employees who request such training in writing, but DGS shall not be required to train more than ten (10) employees per fiscal year.

#### **Section H Information on Toxic Substances**

1. DGS shall provide to Teamsters information available to DGS concerning hazardous toxic substances present at the job site and known to DGS 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 DGS.
3. Information concerning toxic substances shall be provided to new employees when they begin work.

#### **Section I Medical Qualifications Requirement**

DGS will abide by current laws.

#### **Section J Light Duty**

1. DGS agrees to provide light duty assignments for employees injured on the job when they request it to the extent that such light duty is available as follows:
  - a. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairment(s) and the type of light duty he or she is capable of performing.
  - b. The employee will be given light duty assignments for which he or she is qualified, initially within his or her own building and classification. If light duty is not available within the Employee's building or classification, suitable work will be sought elsewhere in DGS.



- c. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of seniority.

#### **Section K Excessive Temperatures in Buildings**

1. Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the employer may reassign employees to other duties of a similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the employer.
2. Administrative leave will be granted if authorized by the Director of DGS or his or her designee.

### **ARTICLE XXII. LOSS OR DAMAGE**

#### **Section A**

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

#### **Section B**

An Employee's negligent loss or damage of property possessed, controlled or owned by the District may result in discipline.

### **ARTICLE XXIII. INCLEMENT WEATHER**

#### **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 inverse order of seniority.

2. Any employee designated as an emergency or essential employee by the DGS Director shall be paid an administrative closing premium on an hour for hour basis, equivalent to the employee's rate of basic pay, as compensation for work performed during the employee's scheduled tour of duty while the system is closed. The premium is not to exceed eight hours per day.
3. Any non-emergency or non-essential employee who works a full shift during a late opening or early closing day will receive one (1) hour pay in addition to their regular pay.

#### **Section B Reporting Time**

During inclement weather where the Director has declared an emergency, Employees (other than those designated essential 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. The employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather.

### **ARTICLE XXIV. POSITION DESCRIPTION AND CLASSIFICATION**

#### **Section A**

Each bargaining unit employee will receive a copy of his/her position description by the DGS Office of Human Resources upon entry to duty or at the time of orientation. In addition, as position descriptions are revised, employees will receive a copy of the revised position 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 clause found in job descriptions "performs other duties as assigned" shall be construed to mean the employee may be assigned to other duties that are nominally related to regular assignments. DGS recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times DGS must deviate from this policy. When such deviation is necessary, DGS will assign employees whose normal duties and pay levels are most nearly associated with the job to be assigned.

### **Section C**

Employees desiring to appeal the classification of their positions may obtain the instructions for such from the DGS' official; such an appeal is not a subject for the grievance and arbitration procedure contained in this Agreement.

## **ARTICLE XXV. TRAINING AND CAREER LADDER**

### **Section A BASIC TRAINING**

Other than skills necessary to qualify for the position, DGS agrees to provide each employee with basic orientation for the performance of his job. With pre-approval by the employee's supervisor, such training as is deemed necessary by DGS shall be provided at DGS'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.

### **Section B CONTINUED TRAINING OPPORTUNITIES**

DGS will encourage and may, in its sole discretion, assist employees in obtaining additional educational and job-related training by making available to employees information on such training and educational opportunities. Employees will not be paid for attending such additional training.

### **Section C CAREER LADDER**

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career

development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings.

#### **Section D** **EXPERIENCE VERIFICATION**

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

#### **Section E**

Employees shall be given reasonable opportunities to discuss training needs and/or opportunities with their supervisors.

#### **Section F**

Consistent with the needs of the Agency, DGS may grant administrative leave for education and training purposes if the education or experience to be acquired is directly related to the employee's current responsibilities.

### **ARTICLE XXVI. 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 non-negotiable. 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**

Interview panels will be composed of five (5) members consisting of three (3) management appointees and two (2) Union appointees or three (3) members, two (2) management and one (1) Union. Union appointees will only observe the process for equity and ask questions of the candidates. Management will give

the Union 48 hours' notice of the convening of panels. If the Union appointees fail to appear, the panel will proceed in the absence of union appointees.

#### **Section D**

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

### **ARTICLE XXVII. 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 on the DCHR website.
2. During the posting period indicated in Section A.1 of this Article, 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 D.C. Office of Human Resources 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 a continuing position for a temporary period or to provide for maintenance of essential 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 does not adversely affect the operation of the work site from which the employee is leaving. The Agency 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. All affected employees shall be notified in writing of any detail assignments.

### **ARTICLE XXVIII. WORK SCHEDULES AND OVERTIME**

#### **Section A Overtime**

All employees covered by this Agreement shall be paid for all time spent in service of DGS, exclusive of the regular lunch period. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week or otherwise in accordance with law

#### **Section B Call-Back**

Anytime an employee is called back to work after completing his/her shift, compensation shall start from the time the employee leaves home with a maximum of one hour of pay for travel time. Compensation will end on completion of the job for which the employee was called in. There will be no compensation for travel time back to the employee's home.

#### **Section C Call-In**

Anytime an employee is called in on a scheduled day off, such employee shall be guaranteed a minimum of four (4) hours pay which includes a maximum of one hour travel time.

## Section D

Work schedules for all regularly-scheduled employees shall be posted in appropriate locations at each work site.

## Section E Operating Engineer, Maintenance and Craft Warehouse

1. Employees shall work such overtime as may be requested, except in cases of personal emergency. Overtime shall be distributed as equally as possible among employees based upon operational requirements. Overtime requirements shall be determined by DGS. Employees shall be notified of such overtime requirements prior to the end of their regular tour of duty except in cases of emergency.
2. Work schedules for all regularly assigned full-time employees at a work site shall be posted on the work-site bulletin board at all times.
3. All employees shall be granted a meal period during a work shift. Whenever possible, the immediate supervisor shall schedule lunch periods near the middle of each shift with due consideration to operational requirements.

## Section F

DGS has the right to require from every employee effective utilization of his service.

## ~~ARTICLE XXIX SPLIT SHIFTS~~

DSA 10/7/16

~~Split shifts are non negotiable and will be instituted at the discretion of DGS.~~

DSA  
10/7/16.  
included in  
error.

## ARTICLE XXX. REST AND CLEAN-UP PERIODS

### Section A

Maintenance and Craft, Operating Engineer and Warehouse personnel work schedules shall provide for a fifteen (15) minute rest period for each four (4) hours worked. Rest periods shall be scheduled by the immediate supervisor to

insure continuity of operations. Where possible, rest periods shall be scheduled at the middle of each four (4) hours worked. Any employee who is required to work beyond his regular quitting time into the next shift shall receive a fifteen (15) minute rest period before he starts to work on such next shift. In addition, he shall be granted the regular fifteen (15) minute rest period for each four (4) hours worked.

#### **Section B**

Maintenance and Craft, Operating Engineer, and Warehouse Units shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

### **ARTICLE XXXI.           CONTRACTING OUT**

The decision to contract out work is a management right pursuant to D.C. law. When the contracting-out of work is considered, DGS shall notify the Union in writing. If it is administratively possible to do so, DGS will give the Union a reasonable opportunity to discuss the matter before a final decision is made. In any such discussion, DGS 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. DGS will give due reconsideration to such suggestions before making a final decision on contracting out.

### **ARTICLE XXXII.           CONFORMITY TO LAW-SAVING CLAUSE**

#### **Section A**

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

#### **Section B**

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



**ARTICLE XXXIII. 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 XXXIV. DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES**

**Section A**

The costs associated with the reproduction of this Agreement shall be borne equally by the parties. Each party shall make available a copy of this Agreement to management officials and bargaining unit employees, respectively.

**Section B**

When DGS conducts orientation sessions for new employees, thirty (30) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. DGS shall provide each new employee with a copy of this Agreement and other relevant agency information.

**Section C**

DGS shall provide the union with reasonable written advance notice of the date, time and place of each orientation session.

**ARTICLE XXXV. BACK PAY**

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets.

## **ARTICLE XXXVI. MOTOR VEHICLE OPERATOR'S LICENSE**

### **Section A**

Employees whose employment requires a valid motor vehicle operator's license are responsible for maintaining and carrying on their person at all times while on duty said license issued by their jurisdiction of residence.

### **Section B**

DGS shall conduct checks for the physical presence and/or validity of a motor vehicle operator's license for each employee for whom a valid motor vehicle operator's license is a condition of employment. Checks for the presence or validity of a driver's license should not be used to harass or otherwise retaliate against employees.

### **Section C**

Employees shall promptly report to the appropriate personnel whenever there is a change in the status of their motor vehicle operator's license; in particular, the revocation, suspension or loss of driving privileges of their license and any medical or other problem(s) affecting their ability to lawfully drive. Failure to maintain a license as required or to immediately make notification of changes in the status of individual operator's license may result in termination or disciplinary action.

## **ARTICLE XXXVII. TOOLS**

### **Section A**

For new employees, DGS will provide at no cost a first issue of all tools and equipment necessary to perform assigned duties.

## **Section B**

DGS will maintain its power tools, special tools, and equipment in a safe working condition. Employees will be responsible for proper care and safe operation of power and special tools. Tools issued will remain the property of DGS. Employees terminating their employment shall be required to return such tools prior to receiving their final paycheck.

## **ARTICLE XXXVIII. EMPLOYEE ROSTERS**

### **Section A**

Upon written request to the appropriate the Labor Liaison, on an annual basis on November 1st, of each year, the Union will be provided with the list of names, titles and grades of unit employees by institution and offices.

### **Section B**

Upon written request to the Labor Liaison, the Union will be provided, by each institution and office a list of names, titles, and grades of unit employees appointed, separated, detailed (including details to higher positions), promoted (including temporary promotions) or transferred during the preceding ninety (90) days. DGS shall include the effective dates of the above action and the projected duration dates, if applicable.

## **ARTICLE XXXIX. EMPLOYEE ASSISTANCE PROGRAM**


The Union requests DGS provide policy on EAP, brochures be distributed to all employees, and training be provided for managers.


## **ARTICLE XL. DURATION OF AGREEMENT**


This Agreement shall be effective as of the date signed by the Mayor and shall remain in full force and effect until September 30, 2017. This Agreement shall automatically renew from year to year unless either party provides written notice at least one hundred and eighty (180) days prior to the expiration or anniversary date of the Agreement that the party desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.


In witness thereof, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2015.

**DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL  
SERVICES**

  
Dean Aquino, Interim Director  
Office of Labor Relations  
And Collective Bargaining


  
Jonathan Kayne, Interim Director  
Department of General Services

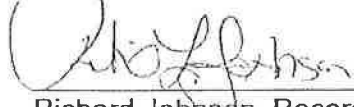
  
Spencer Davis, Deputy Director for  
Facilities Management  
Department of General Services

  
Charles Brown, Deputy General Counsel  
Department of General Services

  
Vikkie Garay, Labor and Employee Relations Advisor  
Department of General Services

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

 4/29/2016  
Thomas Ratliff, President, Local 639  
Chief Negotiator

 4/29/16  
Richard Johnson, Recording Secretary  
Local 730

COMPENSATION  
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

DISTRICT OF COLUMBIA GOVERNMENT  
DEPARTMENT OF GENERAL SERVICES

AND .

TEAMSTERS LOCALS 639 AND 730

COVERING

WAGE GRADE EMPLOYEES

Effective April 1, 2013 - September 30, 2017

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## **ARTICLE I.        RECOGNITION: COVERAGE**

### **Section A**

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

### **Section B**

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

#### **OPERATING ENGINEER UNIT (Local 730)**

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

## **MAINTENANCE AND CRAFT UNIT (Local 639)**

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



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

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

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

## Section C

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

### **ARTICLE II.        DEFINITIONS**

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

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

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

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

### **ARTICLE III.      UNIFORMS**

#### **Section A**

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

#### **Section B**

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

#### **Section C**

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

### **ARTICLE IV      LEAVE PROVISIONS**

#### **Section A    General**

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

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

### **Section B Adoption Leave**

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

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

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

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

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

#### **Section D Civic Duty Leave**

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

#### **Section E Educational Leave**

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

#### **Section F Family Care Leave**

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

#### **Section G GRIEVANCE PREPARATION AND HEARING LEAVE**

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

#### **Section H JURY DUTY**

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

#### **Section I** **Leave Without Pay**

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

#### **Section J** **Maternity/Paternity Leave**

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

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

## **Section K** **Military Leave**

### **1. General**

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

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

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

## 2. Procedure

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

## Section L Union Negotiating Committee Leave

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

## Section M Voting Time



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

#### **Section N Sick Leave**

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

#### **Section O**

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

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

#### **Section P Request for Unscheduled Leave**

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

proper supervisor. Management will provide the relevant phone numbers.

#### **Section Q Court Leave**

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

#### **Section R Administrative Leave**

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

#### **Section S Leave of Absence**

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

#### **Section T Funeral Leave**

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

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

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

#### **Section U Family and Medical Leave**

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

#### **Section V**

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

#### **Section W**

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

#### **Section X ANNUAL LEAVE**

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

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

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

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

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

#### **Section Y Sick Leave**

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

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

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



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

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



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

- b. Advance Written Leave Requests

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

- c. Unplanned and Unforeseeable Leave Requests:

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

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

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

e. Appropriate Documentation:

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

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

f. Return to Work Certification:

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

- (e) Employees who are absent and on sick leave for extended periods of time may be required to provide DGS with periodic reports on their status and intent to return to work, with appropriate medical documentation.
- (2) Failure to produce the requested documentation or to provide proper notice as set forth in this section may result in discipline and/or the denial of an employee's request for leave. Accrued sick leave cannot be used for vacation purposes.

g. Leave Restriction:

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

- (a) The employee's use of sick leave on the afternoon of a payday;
- (b) An attempt to call in and take sick leave on the date of a foreseeable medical appointment;

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

h. Excessive Absenteeism:

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

SECTION Z      Funeral Leave

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

## **ARTICLE V.        HOLIDAYS RECOGNIZED AND OBSERVED**

### **Section A**

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

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

### **Section B**

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

### **Section C    HOLIDAY PAY**

1. Eligible employees shall receive holiday pay based upon their regular hourly rate of pay times the number of hours they would have normally worked on the holiday.
2. If an employee works on any of the holidays listed above, he shall be paid in addition to his regular rate of pay the rate prescribed in accordance with the CMPA.

### **Section D        COMPUTING OVERTIME**

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

## **ARTICLE VI.      DISABILITY COMPENSATION**

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

## **ARTICLE VII.      PAY PROCEDURES**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

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

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

## **ARTICLE VIII.      CONFORMITY TO LAW-SAVING CLAUSE**

### **Section A**

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

### **Section B**

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

## **ARTICLE IX.      MATTERS NOT COVERED**

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

## **ARTICLE X.      COMPENSATION**

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

### **Fiscal Year 2013**

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

### **Fiscal Year 2015**

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

### **Fiscal Year 2016**

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

### **Fiscal Year 2017**

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

## **ARTICLE XI.     HEALTH PLAN**

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

## **ARTICLE XII.     BENEFITS**

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

## **ARTICLE XIII.    LEGAL AID**

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



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

## **ARTICLE XIV. INCENTIVE PROGRAMS**

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

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

#### **SECTION A**

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

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

#### **SECTION B**

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

#### **SECTION C**

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

request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

#### **SECTION D**

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

#### **SECTION E**

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

#### **ARTICLE XV      DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM**

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

#### **ARTICLE XVI.      DURATION OF AGREEMENT**

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

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL  
SERVICES**

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

\_\_\_\_\_  
Brian Hanlon, Director  
Department of General Services

\_\_\_\_\_  
Dean Aquí, Supervisory Attorney  
Advisor  
OLRCB

\_\_\_\_\_  
Cecelia Bankins, Labor Liaison  
Department of General Services

\_\_\_\_\_  
Vickie Garay, Bargaining Team  
Member  
Department of General Services

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

\_\_\_\_\_  
Thomas Ratliff, President, Local 639  
Chief Negotiator

\_\_\_\_\_  
Ritchie Brooks, President, Local 730

\_\_\_\_\_  
Richard Johnson, Recording Secretary  
Local 730

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

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Charles Brown, Deputy General Counsel  
Department of General Services

## APPROVAL

This collective bargaining agreement between the District of Columbia Government Department of General Services and Teamster Locals 639 and 730, Affiliated with the International Brotherhood of Teamsters, dated \_\_\_\_\_, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 5<sup>th</sup> day of November, 2013.

  
Vincent C. Gray  
Mayor



Dept. of General Services  
Questions 21 and 24 (a) FY 2021 Intra-Districts

		Description	Effective Date	End Date	Appropriated Fund	(Transfer Out of	
From	To					Transfer In to DGS	DGS)
DGS	OCP	P-card advances to OCP	10/1/2020	9/30/2021	100		(371,475)
DGS	OAG	OAG legal services	10/1/2020	9/30/2021	100		(199,000)
DGS	DPW	DPW fleet mgt. services	10/1/2020	9/30/2021	100		(1,262,087)
DGS	OCTO	DCNet and Other IT Services	10/1/2020	9/30/2021	100		(62,437)
DGS	OCP	Eastern Market P Card advances to OCP	10/1/2020	9/30/2021	600		(20,000)
DGS	OFT	Eastern Market - Advance for Merchant Services to OFT	10/1/2020	9/30/2021	600		(2,792)
DGS	DCPL	Advance to DCPL for the costs of the West End Library	10/1/2020	9/30/2021	110		(78,456)
DGS	DCHR	To provide employment suitability/screening services.	11/9/2020	9/30/2021	100	-	(37,327)
DGS	DCRA	To fund the Protective Services Division's Special Police Officer Licenses.	10/1/2020	9/30/2021	100		(10,620)
DGS	OCTO	For relocation of staff from RFK to 1325 S Street, NW.	3/25/2021	9/30/2021	100		(21,178)
DGS	OCA	To support Computer Aided Dispatch and Radio systems.	10/1/2020	9/30/2021	100		(216,900)
DGS	OCTO	To provide IT installation at Peabody Elementary School.	10/1/2020	9/30/2021	100		(45,905)
DGS	MPD	To support finger printing services.	2/2/2021	9/30/2021	100		(3,150)
DGS	Events DC	DGS's occupancy of RFK Stadium for office space, parking, storage, and other activities	10/1/2020	9/30/2021	100		(581,644)
DGS	OFT	Manage the vendor/processor to establish merchant services accounts	10/1/2020	9/30/2021	100		(6,488)
DGS	OAG	Provide legal services to support DGS's programmatic operations	10/1/2020	9/30/2021	100		(337,609)
		pre-employment drug screenings and annual and/or random re-certification drug screening at the					
DGS	MPD	Police and Fire Clinic	10/1/2020	9/30/2021	100		(30,000)
DGS	MPD	Provide 70 PSD SPOs active shooter tactical training	10/1/2020	9/30/2021	100		(34,330)
DGS	MPD	PSD use Blue Plains Firing Range to conduct certification and recertification firearms training	10/1/2020	9/30/2021	100		(49,666)
		MPD to facilitate the medical treatment of designated uniformed employees of DGS/PSD for					
DGS	MPD	clinical services	10/1/2020	9/30/2021	100		(47,393)
DGS	OUC	Provide custom radio support services	10/1/2020	9/30/2021	100		(50,072)
HSEMA	DGS	To support HSEMA renovation project for UCC	10/1/2020	9/30/2021	700	357,740	
DACL	DGS	To support the District's facilities operations.	10/26/2020	9/30/2021	700	195,864	
DOEE	DGS	To support the District's solar management initiative.	10/1/2020	9/30/2021	700	591,464	
DCPL	DGS	To support a DCPL lease agreement at 425 M Street, NW.	11/1/2020	9/30/2021	700	11,271	
DOEE	DGS	To support DGS' stormwater operations.	10/1/2020	9/30/2021	700	98,860	
DCRA	DGS	To fund the Protective Services Division's Special Police Officer Licenses.			700	10,620	
OVSIG	DGS	To support the District's Address Confidentiality program administered by OVSIG.	11/1/2020	9/30/2021	700	10,000	
DCRA	DGS	2nd Street Parking Lot for 15 spaces	12/3/2020	9/30/2021	700	8,400	
DOEE	DGS	To support the Safe Fields and Playgrounds Act of 2018.	10/1/2020	9/30/2021	700	158,192	
DOEE	DGS	To support construction materials testing.	1/23/2020	9/30/2021	700	100,000	
DOEE	DGS	To support DOEE fleet parking space activities.	10/1/2020	9/30/2021	700	10,788	
DISB	DGS	To support janitorial services at 1050 First St. NE.	6/24/2020	9/30/2021	700	62,715	
DHCF	DGS	To provide mail distribution services.			700	20,000	
DOEE	DGS	To support the development and implementation of an energy retrofit program.	10/1/2020	9/30/2021	700	3,008,093	
DHCF	DGS	To provide mail distribution services.			700	20,000	
DCPL	DGS	To decommission and raze an abandoned DCPL kiosk on Nannie Helen Burroughs Avenue, NE DC.	10/1/2020	9/30/2021	700	15,400	
		To support costs associated with placement and installation of electronic security equipment in					
DISB	DGS	DISB office locations.	6/24/2020	9/30/2021	700	38,554	
		To provide facility management services to complete work orders with DCPS summer readiness					
DBH	DGS	summer blitz 2021.			700	139,678	
Various Agencies	DGS	For the utilization of DCPS facilities by DC National Guard.	10/1/2020	9/30/2021	700	11,628	
		To provide facility management services to complete work orders with DCPS summer readiness					
DOH	DGS	summer blitz 2021.	10/1/2020	9/30/2021	700	72,730	
DCPS	DGS	To complete priorities work orders at various DCPS sites during the summer of 2021.	10/1/2020	9/30/2021	700	4,036,800	
DCPS	DGS	To complete priorities work orders at various DCPS sites during the summer of 2021.	10/1/2020	9/30/2021	700	1,578,454	
		To provide facility management services to include janitorial, mowing, work orders and pest					
OSSE	DGS	control work.	10/1/2020	9/30/2021	700	489,756	
DCPS	DGS	To complete priorities work orders at various DCPS sites during the summer of 2021.	10/1/2020	9/30/2021	700	222,427	

Dept. of General Services  
Questions 21 and 24 (a) FY 2021 Intra-Districts

From	To	Description	Effective Date	End Date	Appropriated Fund	Transfer In to DGS	(Transfer Out of DGS)
DOES	DGS	To provide COVID-19 cleaning enhancements (services) to facilitate DOES re-opening and employee returning to work.	7/1/2021	9/30/2021	700	192,195	
DCPS	DGS	To complete priorities work orders at various DCPS sites during the summer of 2021.	10/1/2020	9/30/2021	700	1,100,000	
PSC	DGS	Pay for rent escalation, real estate tax escalation and operating cost increases	11/1/2020	9/30/2021	700	439,986	
DHS	DGS	To provide security and janitorial services at District's homeless and hypothermia shelters.	10/1/2020	9/30/2021	700	1,719,263	
DYRS	DGS	To support a leasing agreement.	10/1/2020	9/30/2021	700	19,646	
HSEMA	DGS	To support FEMA Public Assistance Grant program.	10/1/2020	9/30/2021	7515	18,421,391	
Various Agencies	DGS	FY 2021 Approved Fixed Cost Budget	10/1/2020	9/30/2021	700	178,553,548	
		Provide eighteen (18) parking spaces located in the parking garage of 441 4th Street NW and at					
DCHF	DGS	490 First St NW Exterior Lot	10/1/2020	9/30/2021	700	30,240	
CFSA	DGS	Janitorial Services	10/1/2020	3/31/2021	700	71,870	
OIG	DGS	OIG - Fixed Cost Management and Reporting Services for MFCU	10/1/2020	9/30/2021	700	140,353	
OUC	DGS	Provide custom radio support services	10/26/2020	9/30/2021	700	12,000	
DPR	DGS	The purchase of software licenses through DPR's contract	10/1/2020	9/30/2021	700	6,042	
DCNG	DGS	Provide armed 24-hour security services	10/1/2020	9/30/2021	700	1,515,000	
DPR	DGS	DPR MOU Pool Security Services	5/29/2021	9/6/2021	700	280,782	
DHS	DGS	DHS Homeless shelter requests security guard and janitorial services	10/1/2020	9/30/2021	700	4,973,202	
CFSA	DGS	Continue janitorial services at Joe Cole Rec in support of their reunification programs	10/1/2020	9/30/2021	700	21,600	
DBH	DGS	Provide contract security for 35K Street NE offices (4 USPOs)	10/1/2020	9/30/2021	700	310,115	
DOEE	DGS	Procure and install equipment and simple structures	10/1/2020	9/30/2021	700	117,405	
		Continuance of the month-to-month extension of the First Amendment to					
DCPL	DGS	License Agreement	4/21/2021	9/30/2021	700	6,763	
DYRS	DGS	Contract Security Coverage at 450 H Street NE	10/1/2020	9/30/2021	700	6,690	
DOEE	DGS	Procure and install equipment and simple structures Equipment Termination	10/1/2020	9/30/2021	700	117,405	
		Continuance of the month-to-month extension of the First Amendment to					
DCPL	DGS	License Agreement	4/21/2021	9/30/2021	700	6,763	
DYRS	DGS	Contract Security Coverage at 450 H Street NE	10/1/2020	9/30/2021	700	6,690	
DFHV	DGS	30 Reserved Parking spaces for DFHV for FY21	10/1/2020	9/30/2021	700	64,200	
OVSJG	DGS	ACP mail meter system modification	11/1/2020	9/30/2021	700	5,000	
DOEE	DGS	To extend the duration and to provide funds for an additional fiscal year for the FTE	10/1/2020	9/30/2021	700	257,052	
OIG	DGS	DGS/PSD to provide contract security for one (1) ASPO for their 100 M Street, SE office	10/1/2020	9/30/2021	700	75,234	
BOE	DGS	BOE - Security Guard Services for General Election	11/3/2020	9/30/2021	700	251,331	
		Provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-					
OCF	DGS	19 public health emergency	3/1/2021	9/30/2021	700	247,765	
		Provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-					
OCF	DGS	19 public health emergency	5/18/2021	9/30/2021	700	7,743,713	
Total						227,982,675	(3,468,530)



Dept. of General Services

Questions 21 and 24 (b) FY 2022 Intra-Districts (as of 2/10/22)

		Description	Effective Date	End Date	Appropriated Fund	(Transfer Out of	
From	To					Transfer In to DGS	DGS)
DGS	OAG	OAG legal services	10/1/2021	9/30/2022	100	-	(391,871)
DGS	DCHR	Compliance Screening services	10/1/2021	9/30/2022	100		(33,960)
DGS	OFT	Eastern Market - Advance for Merchant Services to OFT	10/1/2021	9/30/2022	600		(3,396)
DGS	DCPL	Advance to DCPL for the costs of the West End Library	1/20/2022	9/30/2022	110		(80,088)
DGS	OUC	Provide custom radio support services	10/1/2021	9/30/2022	100		(32,090)
DGS	DCHR	DCHR - FY22 Executive Leadership Program	10/25/2021	9/30/2022	100		(25,000)
DGS	MPD	MPD provide Active Shooter Training for 70 PSD Special Police Officers	10/1/2021	9/30/2022	100		(34,330)
DGS	MPD	Fingerprinting Services	10/1/2021	9/30/2022	100		(3,150)
DGS	MPD	firearm qualification training	10/1/2021	9/30/2022	100		(49,666)
DCRA	DGS	SPO Licensing	10/28/2021	9/30/2022	100		(8,960)
DPR	DGS	DPR Security Upgrades	12/2/2021	9/30/2022	700	2,868,792	
DHS	DGS	Portable Handwashing Stations	12/14/2021	9/30/2022	700	456,260	
DISB	DGS	Enhanced Covid Cleaning	11/5/2021	9/30/2022	700	56,390	
DOES	DGS	Janitorial Services Package	10/1/2021	9/30/2022	700	449,864	
OVJSG	DGS	Postage Meter	10/15/2021	9/30/2022	700	10,000	
CSOSA	DGS	10 Parking Spaces	1/28/2022	9/30/2022	700	1,400	
ONSE	DGS	Buena Vista Terr Playground Appraisal	10/8/2021	9/30/2022	700	3,750	
DPW	DGS	Security Equipment	12/6/2021	9/30/2022	700	175,600	
OIG	DGS	Security Guard Services	10/1/2021	9/30/2022	700	75,234	
Various Agencies	DGS	FY 2022 Approved Fixed Cost Budget	10/1/2021	9/30/2022	700	186,168,209	
OSSE	DGS	Office Redesign	12/7/2021	9/30/2022	700	10,020	
DOEE	DGS	Extend the term of the MOU through Fiscal Year 2022 and update the funding level for FY2022 ENM	10/1/2021	9/30/2022	700	603,864	
DOEE	DGS	DGS to fund three DGS existing Green Infrastructure (storm water management) maintenance contracts	1/28/2022	9/30/2022	700	1,000,000	
DHCF	DGS	FY22 Outgoing Mail Distribution	10/1/2021	9/30/2022	700	20,000	
DACL	DGS	to provide contract security	10/1/2021	9/30/2022	700	173,442	
DHCF	DGS	One Judiciary Square located at 441 4th St NW - 20 parking spaces	10/1/2021	9/30/2022	700	33,600	
DYRS	DGS	200 Mass Ave NW lease on behalf of DC Office of	10/1/2021	9/30/2022	700	58,938	
DPW	DGS	Installation of electronic security equipment at 4900 John McCormack Rd., NE	10/1/2021	9/30/2022	700	18,978	
DPR	DGS	Provide contract security, two (2) ASPOs at King Greenleaf Recreation Center, 201 N Street, SW	12/2/2021	9/30/2022	700	98,409	
DCNG	DGS	PSD special police officers (ASPOs) to provide 24-hour security services for the DC National Guard Armory	10/1/2021	9/30/2022	700	1,514,259	
DOES	DGS	to provide both Unarmed Special Police Officers (USPOs) and Armed Special Police Officers (ASPOs) at various sites for the Marion S. Barry Summer Youth Employment Program	2/4/2022	9/30/2022	700	10,113	
		Total				193,807,121	(662,510)

**Question 22 -- FY 2021 and FY 2022 Special Purpose Revenues and Expenditures**

Revenue Source Name and Code	Funding Source	Description	FY 2022 Revenues (As of 2/10/22)	FY 2022 Expenditures (As of 02/10/22)	FY 2021 Revenues	FY 2021 Expenditures	Fund Balance as of 9/30/21
Fixed Cost Payments including utilities and rent for Non-DC Agencies (1150)	Payments from non-DC entities to reimburse DGS included UDC, WASA, Lottery, Health Care Exchange and WASA.	Utilities have included auto fuel, electricity and sustainable energy. Beginning in FY 2022, auto fuel budgets have been transferred to DPW. Rent is the largest category of expenditures and are for the Health Care Exchange and WASA.	\$454,980	\$1,067,369	\$3,887,427	\$3,887,427	\$0
RFK/DC Armory Fund (1440)	Agency had an MOA with EventDC (aka Washington Convention and Sports Authority) to maintain the non-military section of the RFK/DC Armory.	Up until FY 2021, DC Events requested that DGS provide reimbursable maintenance and security services. For FY 2022, DC Events have not requested maintenance and security services from DGS. The FY 2022 \$36,722 expenditure reflects PS costs previously coded to the RFK Fund. The \$36,722 PS expenditures will be reclassified to DGS' local facility maintenance division budget.	\$0	\$36,722	\$803,024	799,249	\$0
Eastern Market Fund (1460)	Eastern Market vendors pay rent and fees; and rental fees to organizations for special events in the North Hall of the Market.	Vendor and rent revenue are authorized under DC Code 37-103. Expenditures include PS (4 FTEs in FY 2022), utilities and waste management and contractual services. Unexpended revenues (in fund balance) remain available for future expenditures.	\$206,668	\$162,299	\$549,768	365,673	\$188,144



For FY21 and FY22, to date, please list any purchase card spending by the purpose for each expenditure.

Sum of Transaction Amount FY	Cardholder First Name	Cardholder Last Name
2021	ALICIA	NORRIS
	ALICIA Total	
	BROOKE	HARTMAN
	BROOKE Total	
	CHARLES	ARTIS
	CHARLES Total	
	GBOLAHAN	WILLIAMS
	GBOLAHAN Total	
	JOHNETTA	MCCRAE
	JOHNETTA Total	
	KIM	CURRIE
	KIM Total	
	LIONEL	SNOWDEN

2021	LIONEL	SNOWDEN
	LIONEL Total	
	NICOLE	AIKEN
	NICOLE Total	
	PAULA	TATUM
	PAULA Total	
	SANDRA	DAVIS
	SANDRA Total	
	TIFFANY	MOORE
	TIFFANY Total	
	VAUGHN	WALLACE
	VAUGHN Total	
	WILLIAM	JENKINS
	WILLIAM Total	
2021 Total		
2022	ALICIA	NORRIS
	ALICIA Total	
	BROOKE	HARTMAN
	BROOKE Total	
	CHARLES	ARTIS
	CHARLES Total	
	GBOLAHAN	WILLIAMS
	GBOLAHAN Total	
	JOHNETTA	MCCRAE
	JOHNETTA Total	

2022	KIM	CURRIE
	KIM Total	
	LIONEL	SNOWDEN
	LIONEL Total	
	NICOLE	AIKEN
	NICOLE Total	
	PAULA	TATUM
	PAULA Total	
	VAUGHN	WALLACE
	VAUGHN Total	
	WILLIAM	JENKINS
	WILLIAM Total	
2022 Total		
Grand Total		

e agency, the employee making the expenditure, and the general

Merchant Type	Total
Computer, Hardware, Software and Peripherals	738.92
Maintenance Repair Operation	4,991.66
Other	1,805.00
Professional Services	159.08
	7,694.66
Professional Services	3,109.18
	3,109.18
Lease and Rental Payment	1,984.38
Maintenance Repair Operation	10,119.37
Office Equipment and Supplies	980.00
Professional Services	2,500.00
Retail	2,257.12
	17,840.87
Computer, Hardware, Software and Peripherals	4,006.25
Government	5,192.77
Healthcare	6,717.48
Maintenance Repair Operation	12,893.52
Professional Services	13,888.46
	42,698.48
Healthcare	2,303.50
Office Equipment and Supplies	3,367.78
Professional Services	2,251.00
Retail	1,252.50
	9,174.78
Computer, Hardware, Software and Peripherals	1,063.79
Education	3,958.00
Healthcare	3,426.19
Maintenance Repair Operation	1,385.20
Office Equipment and Supplies	254.41
Other	4,680.00
Print and Duplicating Services	3,037.87
Professional Services	2,828.80
Warehousing, Freight and Delivery	431.58
	21,065.84
Computer, Hardware, Software and Peripherals	2,506.14
Lease and Rental Payment	2,475.49
Maintenance Repair Operation	1,882.84
Office Equipment and Supplies	2,551.43

Professional Services	3,460.50
Retail	2,247.78
Vehicle Maintenance and Fuel Services	6,790.58
	21,914.76
Lease and Rental Payment	1,908.32
Maintenance Repair Operation	4,178.62
Other	2,500.00
Professional Services	4,725.11
Retail	382.53
	13,694.58
Computer, Hardware, Software and Peripherals	982.94
Education	139.00
Professional Services	4,030.15
Retail	3,583.65
Utilities	5,961.75
	14,697.49
Maintenance Repair Operation	1,636.84
	1,636.84
Professional Services	1,542.98
	1,542.98
Education	773.00
Maintenance Repair Operation	37,762.93
Office Equipment and Supplies	79.99
Print and Duplicating Services	500.00
Professional Services	8,636.02
Retail	3,833.35
	51,585.29
Education	1,295.00
Government	50.00
Retail	199.92
	1,544.92
	<b>208,200.67</b>
Other	1,380.00
	1,380.00
Maintenance Repair Operation	-
	-
Maintenance Repair Operation	24,740.54
Professional Services	2,316.87
Retail	207.64
	27,265.05
Computer, Hardware, Software and Peripherals	971.60
Government	1,342.32
Office Equipment and Supplies	75.75
Professional Services	6,439.70
	8,829.37
Maintenance Repair Operation	866.15
	866.15



Computer, Hardware, Software and Peripherals	91.77
Maintenance Repair Operation	266.34
Media and Advertising Services	2,899.25
Print and Duplicating Services	543.65
Professional Services	588.00
Retail	91.00
Warehousing, Freight and Delivery	55.98
	4,535.99
Professional Services	770.00
Retail	239.99
	1,009.99
Professional Services	540.00
	540.00
Retail	2,079.83
Utilities	2,766.39
	4,846.22
Maintenance Repair Operation	2,154.46
Office Equipment and Supplies	7.99
Print and Duplicating Services	1,692.42
Retail	5,113.92
Utilities	800.00
	9,768.79
Lease and Rental Payment	513.76
Professional Services	3,184.11
Retail	274.90
	3,972.77
	<b>63,014.33</b>
	271,215.00

DATE: September 29, 2020DUE DATE: October 13, 2020

DEADLINE DATE: \_\_\_\_\_

*Expedite Process*

<b>SUBJECT:</b>	FY21 Addendum No. 2 to the MOU between OCTFME and DGS for Emergency Power Systems Upgrade			
<b>ORIGINATOR:</b>	<b>NAME:</b> Gbolahan Williams – Executive Project Manager <b>PHONE NUMBER:</b> 202-698-4109			
<b>TITLE</b>	<b>NAME</b>		<b>Director Received Date:</b>	
			<b>INITIAL</b>	<b>DATE</b>
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	<input type="checkbox"/> RALPH McLEAN, ACTING <input type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input type="checkbox"/> IKEOGU IMO <input type="checkbox"/> SHAWN WINSLOW <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> JOHN A. STOKES		PB	
Resource Allocation	WANDA JONES		WJ	
Chief Operating Officer	YOHANCE FULLER		YF	
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	
Chief Administrative Officer	MICHELLE DEE		MD	
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			
Supervisory Attorney (Legal Sufficiency)	<input type="checkbox"/> BETH-SHERRI AKYEREKO <input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS		KW	
General Counsel	XAVIER BELTRAN		XB	
Director	KEITH A. ANDERSON		KAA	

DLRS \_\_\_\_\_

# Office of the Director

**Summary:** The purpose of Addendum No. 2 to the Memorandum of Understanding (MOU) between the Office of Cable Television, Film, Music and Entertainment (OCTFME – Buyer), and the Department of General Services (DGS – Seller), is to extend the period of the MOU until September 30, 2021. The original MOU was executed on August 16, 2018; for the purpose of upgrading the existing emergency power systems to the OCTFME broadcast facility located at 1899 9<sup>th</sup> Street, NE, Washington DC 20018.

**For all documents:**

**Title of Document:**

**Contracting Party (if applicable):**

**For Portfolio Division documents only:**

**Realty Specialist:**

**Attorney Assigned (if applicable):**

**District as:** ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant  
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

**Type of Document:** ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License  
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI  
☐ ANC Letter ☐ Other  
\_\_\_\_\_ (Legal - insert from Salesforce options)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

# GOVERNMENT OF THE DISTRICT OF COLUMBIA

## DEPARTMENT OF GENERAL SERVICES



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### **MEMORANDUM TO THE DIRECTOR**

**TO:** Keith A. Anderson  
DGS Director

**FROM:** Gbolahan Aganga Williams  
Executive Program Manager  
Capital Construction Services

**RE:** **Addendum No. 2 to the FY 2019 MOU between DGS and OCTFME for Upgrade to the Emergency Power Systems of the Office of Cable Television, Film, Music and Entertainment**

**DATE:** September 28, 2020

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### **PURPOSE OF MEMORANDUM**

This Memorandum of Understanding (MOU) between Department of General Services (DGS) and the Office of Cable Television, Film, Music and Entertainment (OCTFME), referred to herein as the “Parties”, allows DGS to obtain Design-Build Services for Upgrade to the Emergency Power Systems for OCTFME Headquarters located at 1899 9<sup>th</sup> Street, NE, Washington, DC 20018.

### **EXECUTIVE SUMMARY**

The purpose of this Addendum No. 2 to the Memorandum of Understanding (MOU) between the Office of Cable Television, Film, Music and Entertainment (OCTFME or “Buyer”), and the Department of General Services (DGS or “Seller”), executed on August 16, 2018, for the upgrade of the existing emergency power systems to the OCTFME broadcast facility, is to extend the period of the MOU until September 30, 2021. The original MOU expired on September 30, 2018, and by an Addendum fully executed on March 20, 2019 was extended to June 30, 2020. The purpose of Addendum No. 2 is to further extend the MOU to September 30, 2021. Per the terms of the MOU, OCTFME has transferred One Million Dollars (\$1,000,000.00) to DGS. Additional time is needed to fully execute the program due to delays in choosing an option to proceed with that is in line with the project budget, and due to late approval of the Change Order and issuance of Contract Modification.

## **RECOMMENDATIONS**

Please review and sign the Addendum No. 2 to the MOU document, as additional time is needed to fully execute the program.

## **NEXT STEP**

Once the Addendum No. 2 to the MOU is approved, DGS will proceed with the completion of the program.

## **ATTACHMENTS**

1. Addendum No. 2 to the FY 2018 MOU between OCTFME and DGS
2. The Expired Addendum to the 2018 MOU between OCTFME and DGS
3. The Expired Original 2018 MOU between OCTFME and DGS

## **COMMENTS FROM THE DIRECTOR**

[For briefings:]

\_\_\_\_\_ Inform the Mayor's Office about this issue.

\_\_\_\_\_ Do the following: \_\_\_\_\_

\_\_\_\_\_ Get me additional information: \_\_\_\_\_

[For scheduling requests:]

\_\_\_\_\_ Place this scheduling request on my calendar.

\_\_\_\_\_ Ask the Deputy Director or other senior official to attend in my place.

\_\_\_\_\_ Reject the scheduling request.

**ADDENDUM NO. 2 TO THE FY 2018 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF CABLE TELEVISION, FILM, MUSIC AND ENTERTAINMENT  
(OCTFME )  
AND  
THE DEPARTMENT OF GENERAL SERVICES (DGS)**

**I. INTRODUCTION**

The purpose of this Addendum No. 2 to the Memorandum of Understanding (MOU) between the Office of Cable Television, Film, Music and Entertainment (OCTFME or “Buyer”), and the Department of General Services (DGS or “Seller”), executed on August 16, 2018, for the upgrade of the existing emergency power systems to the OCTFME broadcast facility, is to extend the period of the MOU until September 30, 2021. The original MOU expired on September 30, 2018, and by an Addendum fully executed on March 20, 2019 was extended to June 30, 2020. The purpose of Addendum No. 2 is to further extend the MOU to September 30, 2021. Per the terms of the MOU, OCTFME has transferred One Million Dollars (\$1,000,000.00) to DGS. Additional time is needed to execute the program due to delays in choosing an option to proceed with that is in line with the project budget, and due to late approval of the Change Order and issuance of Contract Modification.

**II. PROGRAM GOALS AND OBJECTIVES**

The purpose of the MOU is to accommodate the intra-District transfer of funding from OCTFME to DGS to address Phase 2 of the Design-Build services set forth in the MOU, specifically the upgrade of the existing emergency power systems to the OCTFME broadcast facility ensuring uninterrupted power for the entire facility, and the installation of a redundant power source to support the mission critical status of the OCTFME Headquarters located at 1899 9<sup>th</sup> Street, NE, Washington, DC 20018.

**III. FUNDING PROVISIONS**

**A. COST OF SERVICES**

Total cost for services under the MOU shall not exceed One Million Dollars (\$1,000,000.00). OCTFME has transferred the One Million Dollars (\$1,000,000.00) to DGS. These are Capital Dollars. Since Capital Dollars are being used to fund this MOU, payment and performance may occur in more than one fiscal year.

**IV. DURATION OF THE MOU**

The MOU was fully executed on August 16, 2018, and by the terms of the document expired in September 30, 2018. By an Addendum fully signed on March 20, 2019, the

MOU was extended to June 30, 2020. The purpose of Addendum No. 2 is to further extend the performance period of the MOU to September 30, 2021.

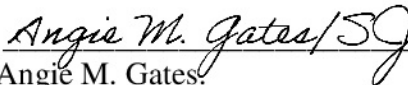
Per Paragraph IV.C. – Extension – of the MOU, the parties may, by prior written agreement, extend the period of the MOU by jointly exercising a maximum of a one (1) year option period. By Addendum No. 1, the parties effectively revised this provision to allow for a maximum of two (2) option year periods. The parties now hereby agree that the MOU may be extended for a maximum of three (3) option year periods. Each option period may consist of a fiscal year, a fraction thereof, or multiple fractions of a year. The exercise of each option is subject to availability of funds at the time of the exercise of the option. As stated in Paragraph III.A above, OCTFME has transferred the One Million Dollars (\$1,000,000.00) to DGS, and the funds are available.

Except as provided in this Addendum No. 2, all other terms and conditions of the MOU remain unchanged and in full force and effect.

This Addendum No. 2 to the MOU will be effective immediately upon execution by the last signatory.

IN WITNESS WHEREOF, the parties hereto, have executed this Amendment No. 2 to the MOU as follows:

**OFFICE OF CABLE TELEVISION, FILM, MUSIC AND ENTERTAINMENT**

  
Angie M. Gates.  
Director

Date: September 24, 2020

**DEPARTMENT OF GENERAL SERVICES**

  
Keith A. Anderson  
Director

Date: October 13, 2020

**Attachments:** 1. Copy of the MOU FY18 Addendum DGS OCTFME - signed 3.20.19  
2. Copy of the FY 2018 MOU between OCTFME and DGS executed on August 16, 2018





**DLRS#** 2355  
**Office of the Director**  
**Date: Wednesday, March 06, 2019**  
**SE-FY19-CCD907-1928**  
**DUE DATE: ASAP**

<b>SUBJECT:</b> Addendum to FY18 MOU between OCTFME and DGS for extension of time to upgrade existing emergency power system	
<b>TITLE</b>	<b>NAME</b>
<b>Director</b>	KEITH A. ANDERSON
<b>Chief of Staff</b>	KWELLI SNEED
<b>Interim General Counsel</b>	BETH-SHERRI AKYEREKO
<b>Supervisory Attorney (if applicable)</b>	<input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input checked="" type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS
<b>Applicable Division's Chief</b>	<input type="checkbox"/> ENDREA FRAZIER <input type="checkbox"/> MICHAEL JELEN <input type="checkbox"/> TOMMY JONES <input checked="" type="checkbox"/> YOHANCE FULLER
<b>Applicable Associate Director</b>	<input type="checkbox"/> CONAN BRUCE <input type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input checked="" type="checkbox"/> KEOGU IMO <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> ZACH DOBELBOWER
<b>For HR, MOUs, funding, reprogramming and budget-related routings:</b>	
- Chief Administrative Officer	ANGELA GRAY
- Resource Allocation	ROBERT SEABROOKS
- COO	YOHANCE FULLER
<b>TRAINING SPECIALIST</b>	BONNIE ROCK

**Name of Originator/Division:** Edwina Allen via Prolog Support (prolog.support2@dc.gov)  
**Phone Number:** 202-671-0571

**Summary:** The purpose of this Addendum is to extend period of performance needed to address Phase 2 of the Design-Build services as set forth in original MOU. Although funds in the amount of \$1,000,000.00 were transferred to DGS, the Requisition was denied on February 21, 2019 due to expiration of original MOU. This extension will permit the execution of the overall programmatic objectives to minimize interruption of power to the entire facility along with installation of a redundant power source to support mission critical status of OCTFME Headquarters.





MOU

DLRS#

SE-FY19-CCD907-1928

**For all documents:**

**Title of Document:**

**Contracting Party (if applicable):**

Addendum to the FY2018 Memorandum of Understanding Between the Office of Cable Television, Film, Music and Entertainment (OCTFME) and The Department of General Services (DGS)

**For Portfolio Division documents only:**

**Realty Specialist:**

**Attorney Assigned (if applicable):**

**District as:** ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant  
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

**Type of Document:** ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License  
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI  
☐ ANC Letter ☐ Other

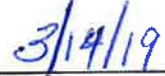
(Legal - insert from Salesforce options)

**Date Document Executed:** \_\_\_\_\_

☐ ELMO

The DGS Office of the General Counsel has reviewed and approved the attached document for legal sufficiency.

  
Beth-Sherri Akyereko, Interim General Counsel

  
Date

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# **ADDENDUM**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



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**MEMORANDUM TO THE DIRECTOR**

**TO:** Keith A. Anderson

**THROUGH:** Paul Blackman, Deputy Director Capital Construction Services  
Chief Project Delivery Officer

**RE:** Addendum to the FY 2018 MOU between OCTFME and DGS for the  
Upgrade of the existing Emergency Power System for the OCTFME  
Broadcast Facility – RK113669 – OCME-000001-MEPX

**DATE:** March 12, 2019

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**PURPOSE OF MEMORANDUM**

The purpose of the Addendum to the FY 2018 Memorandum of Understanding (MOU) between the Office of Cable Television, Film, Music and Entertainment (OCTFME or “Buyer”), and the Department of General Services (DGS or “Seller”), executed on August 16, 2018, for the upgrade of the existing emergency power system for the OCTFME broadcast facility, is to extend the period of the MOU until June 30, 2020. The MOU expired on September 30, 2018 before the intra-District transfer of funding from OCTFME to DGS. Per the terms of the MOU, OCTFME has transferred One Million Dollars (1,000,000.00) to DGS. However, the Requisition for the funds was denied on February 21, 2019 because of the expired MOU. Additional time is needed to make the MOU current and to execute the program.

**EXECUTIVE SUMMARY**

The purpose of the MOU is to accommodate the intra-District transfer of funding from OCTFME to DGS to address Phase 2 of the Design-Build services set forth in the MOU. Specifically, the upgrade of the existing emergency power system to the OCTFME Headquarters located at 1899 9<sup>th</sup> Street, NE, Washington, DC 20018. Per the terms of the MOU, OCTFME has transferred One Million Dollars (\$1,000,000.00) to DGS. However the Requisition for the funds was denied on February 21, 2019 because of the expired MOU. Additional time is needed to make the MOU current and to execute the program.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**RECOMMENDATIONS**

Please review and sign the Addendum to the MOU document. This will allow the transferred funds associated with the MOU to be requisitioned, and to enable DGS engage a Design-Build company for necessary design and construction services for the project.

**NEXT STEP**

Once the Addendum to the MOU is approved to make it current, the Requisition for the funds associated with the MOU will be approved and DGS can engage a Design-Build company for the Architectural Engineering and Construction Services.

**ATTACHMENTS**

- \*FY 2018 MOU between OCTFME and DGS
- \*Addendum to the FY 2018 MOU between OCTFME and DGS

**COMMENTS FROM THE DIRECTOR**

[For briefings:]

\_\_\_ Inform the Mayor's Office about this issue.

\_\_\_ Do the following: \_\_\_\_\_

\_\_\_ Get me additional information: \_\_\_\_\_

[For scheduling requests:]

\_\_\_ Place this scheduling request on my calendar.

\_\_\_ Ask the Deputy Director or other senior official to attend in my place.

\_\_\_ Reject the scheduling request.

**ADDENDUM TO THE FY 2018 MEMORANDUM OF UNDERSTANDING BETWEEN  
THE OFFICE OF CABLE TELEVISION, FILM, MUSIC AND ENTERTAINMENT  
(OCTFEM)  
AND  
THE DEPARTMENT OF GENERAL SERVICES (DGS)**

**I. INTRODUCTION**

The purpose of this Addendum to the Memorandum of Understanding (MOU) between the Office of Cable Television, Film, Music and Entertainment (OCTFME or "Buyer"), and the Department of General Services (DGS or "Seller"), executed on August 16, 2018, for the Upgrade of the existing emergency power systems to the OCTFME broadcast facility, is to extend the period of the MOU until June 30, 2020. The MOU expired on September 30, 2018 before the intra-District transfer of funding from OCTFME to DGS. Per the terms of the MOU, OCTFME has transferred One Million Dollars (\$1,000,000.00) to DGS. Additional time is needed to execute the program.

**II. PROGRAM GOALS AND OBJECTIVES**

The purpose of the FY2018 MOU is to accommodate the intra-District transfer of funding from OCTFME to DGS to address Phase 2 of the Design-Build services set forth in the MOU, specifically the upgrade of the existing emergency power systems to the OCTFME broadcast facility ensuring uninterrupted power for the entire facility, and the installation of a redundant power source to support the mission critical status of the OCTFME Headquarters located at 1899 9<sup>th</sup> Street, NE, Washington, DC 20018.

**III. FUNDING PROVISIONS**

**A. COST OF SERVICES**

Total cost for services under the expired MOU shall not exceed One Million Dollars (\$1,000,000.00) for FY 2018. OCTFME has transferred the One Million Dollars (\$1,000,000.00) to DGS. These are Capital Dollars. Since Capital Dollars are being used to fund this MOU, payment and performance may occur in more than one fiscal year.

**IV. DURATION OF THE MOU**

The FY 2018 MOU was fully executed on August 16, 2018, and by the terms of the document expired in September 30, 2018. This Addendum is to request that the performance period of the MOU be extended to June 30, 2020.

Per Paragraph IV.C. – Extension – of the FY 2018 MOU, the parties may, by prior written agreement, extend the period of the MOU by jointly exercising a maximum of a one (1) year option period. The option period may consist of a fiscal year, a fraction thereof, or multiple fractions of a year. The exercise of this option is subject to



availability of funds at the time of the exercise of the option. As stated in Paragraph III.A above, OCTFME has transferred the One Million Dollars (\$1,000,000.00) to DGS, and the funds are available.

Except as provided in this Addendum, all other terms and conditions of the MOU remain unchanged and in full force and effect.

This Addendum to the FY 2018 MOU will be effective immediately upon execution by the last signatory.

IN WITNESS WHEREOF, the parties hereto, have executed this Amendment to the FY 2018 MOU as follows:

**OFFICE OF CABLE TELEVISION, FILM, MUSIC AND ENTERTAINMENT**

  
Angie M. Gates  
Director

Date: 02/26/19

**DEPARTMENT OF GENERAL SERVICES**

  
Keith A. Anderson  
Director

Date: 03/20/19

**Attachment: Copy of the FY 2018 MOU between OCTFME and DGS executed on August 16, 2018**

# **ORIGINAL MOU**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**ADMINISTRATIVE ISSUANCE**

**Administrative Order No:** 2018- 017

**Date:** July 25, 2018

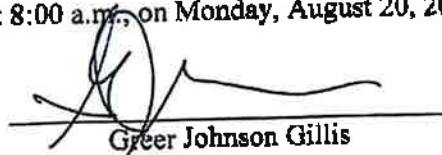
**Subject:** Delegation of Authority in Director's Absence

**Originator:** Greer Johnson Gillis, Director

**Distribution:** All DGS Employees

By virtue of the authority vested in me as the Director of the Department of General Services pursuant to Resolution 21-672, approved by the District of Columbia Council on December 6, 2016 and by any other applicable law, regulation, Mayor's Order, or other grant of authority, it is hereby **ORDERED** that:

1. Yohance Fuller (Chief Operating Officer) for the District Department of General Services), during the time period covered by this Order and subject to paragraph 2 of this Order, is hereby delegated all of the authority of the Acting Director to make all decisions and determinations and to sign and execute all documents and agreements; all contracts; and all agreements with District agencies and private parties.
2. Notwithstanding paragraph 1 of this Order, I hereby retain concurrent authority over all matters described in paragraph 1.
3. This Order supersedes all prior orders to the extent of any inconsistency.
4. This Order is effective as of 8:00 a.m. on Monday, August 13, 2018.
5. This Order shall expire at 8:00 a.m., on Monday, August 20, 2018, unless earlier rescinded in writing.



Greer Johnson Gillis  
Director

District Department of General Services





DLRS# 1993

# ROUTING SLIP

Office of the Director

Date: 07/30/2018

DUE: 08.06.2018

OCTFME\_DGS\_1M\_073018

SUBJECT: OCTFME to DGS Small Capital Projects for Critical Building Systems Upgrades to existing emergency power system ensuring uninterrupted / redundant power for the entire OCTFME facility. \$1M

TITLE	NAME	REQUIRED ACTION(S)	Received: 8/16/2018		
			N/A	INITIAL	DATE
Director	GREER JOHNSON GILLIS	Signature/Approval		<i>[Signature]</i>	8/16/18
General Counsel	CAMILLE SABBAKHAN		Please see below		
Supervisory Attorney (if applicable)		Approval			
Applicable Division's Chief	YOHANCE FULLER	Approval		<i>YF</i>	8/16/18
Applicable Associate Director	PAUL BLACKMAN <i>[Signature]</i>	Approval		<i>AA</i>	8/18/18
For MOUs and fund reprogramming and budget-related routings:					
- Chief Administrative Officer	ANGELA GRAY	Approval		<i>AG</i>	8.10.18
- Resource Allocation	ROBERT SEABROOKS	Approval		<i>RS</i>	8/10/18

Name of Originator/Division Gbolahan Williams Phone Number: 202.295.7047

Summary: OCTFME to DGS \$1M installation of redundant power for OCTFME Facility.

For all documents:

Project Name: OCTFME Upgrade Power

Contracting Party (if applicable):

Type of Document:

Attorney Assigned (if applicable):

For Portfolio Division documents only:

Realty Specialist: District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant  
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Date Document Executed: \_\_\_\_\_ ELMO \_\_\_\_\_

The DGS Office of the General Counsel has reviewed and approved the attached document for legal sufficiency.

*[Signature]*  
 Camille Sabbakhan, General Counsel

8/15/18  
 Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



MEMORANDUM TO THE DIRECTOR

**TO:** Greer J. Gillis, P.E. Director *YSF for GG 8.16.18*  
**THROUGH:** Yohance Fuller, Interim Chief Operating Officer *YSF 8.16.18*  
**FROM:** Paul Blackman, Deputy Director of Capital Construction *[Signature]*  
**SUBJECT:** OCTFME Small Capital Projects for Critical Building Systems Upgrades  
**DATE:** July 16, 2018

PURPOSE OF MEMORANDUM

The Memo is to provide a brief description of the above captioned Project to be executed by DGS/CCD and funded by the MOU.

EXECUTIVE SUMMARY

The Office of Cable Television, Film, Music and Entertainment (OCTFME) in 2016 requested renovation/modification to the existing HVAC and Emergency Power Systems at their 1899 9<sup>th</sup> Street, NE | Washington, DC 20018 facility. The funding was transferred via MOU to DGS for the execution of the work and Project No. BP102 was set up in DGS. The fund transferred to DGS at that time only enabled upgrade of the HVAC System. This Day 1 work and referenced as Phase 1 of the project was completed in late 2017. OCTFME now has funding for the Phase 2 of the project which is the upgrade of the existing emergency power system to ensure uninterrupted power to the OCTFME broadcast facility. The current MOU is for the transfer of the identified fund to DGS for the Phase 2 work.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**EVENT ACTIVITIES**

Please see attached MOU with supporting documents for Phase 2 of the project and for your review and signature.

**RECOMMENDATIONS**

Review and approve the MOU document

**NEXT STEPS**

Once the MOU is executed OCTFME will transfer the funds associated with the MOU to DGS for the implementation of the identified projects.

**ATTACHMENTS**

- GES Construction OCTFME existing facility power upgrades narratives.
- CIO-BP102C – Small Capital Project
- MOU.DGS. \$1.9M expired FY17.
- MOU.DGS OCTFME signed \$1M FY18

**COMMENTS FROM THE DIRECTOR**

[For briefings:]

\_\_\_\_\_ Inform the Mayor's Office about this issue.

\_\_\_\_\_ Do the following: \_\_\_\_\_

\_\_\_\_\_ Get me additional information: \_\_\_\_\_

[For scheduling requests:]

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



- 
- ☐ Place this scheduling request on my calendar.
- ☐ Ask the Deputy Director or other senior official to attend in my place.
- ☐ Reject the scheduling request.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF CABLE TELEVISION, FILM, MUSIC AND ENTERTAINMENT  
AND  
THE DEPARTMENT OF GENERAL SERVICES**

This Memorandum of Understanding ("MOU") between the **THE OFFICE OF CABLE TELEVISION, FILM, MUSIC AND ENTERTAINMENT (OCTFME)**, the buyer agency and the **DEPARTMENT OF GENERAL SERVICES (DGS)**, the seller agency, shall amend the previous Memorandum of Understanding ("Previous MOU") between the parties to reflect additional project costs to be paid by OCTFME to DGS in the FY 2018 budget. The MOU is hereby modified as follows:

**I. PROGRAM GOALS AND OBJECTIVES**

The purpose of this MOU is to accommodate the intra-District transfer of funding from OCTFME to DGS to provide address Phase 2 of the design build services set forth in the Previous MOU, specifically the renovation/modifications to the existing emergency power system ensuring uninterrupted power for the entire facility, and the installation of a redundant power source to support the mission critical status of the OCTFME headquarters located at 1899 9<sup>th</sup> Street, NE, Washington, DC 20018 (the "OCTFME Headquarters Project").

The Phase 2 project costs shall be funded by OCTFME. OCTFME shall provide One Million Dollars (\$1,000,000.00) to DGS to be applied to MOU Project OCTHQS for the implementation of the aforementioned scope of services.

**II. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the parties to carry out the purpose of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF OCTFME**

1. OCTFME shall pay One Million Dollars (\$1,000,000.00) for costs incurred pursuant to this MOU for Phase 2 of the OCTFME Headquarters Project.
2. OCTFME shall transfer all funds requested by DGS, which shall not exceed One Million Dollars (\$1,000,000.00), prior to issuance of a contract to the contractor.

**B. RESPONSIBILITIES OF DGS**

1. DGS shall prepare all solicitation documents to be publicly advertised for Design-Build services for Phase 2 of the OCTFME Headquarters Project.



2. DGS will provide project management and oversight to ensure that the One Million Dollars (\$1,000,000.00) is spent on Phase 2 of the OCTFME Headquarters Project.
3. DGS will review and approve all invoices and support documentation submitted.

### **III. FUNDING PROVISIONS**

#### **A. COST OF SERVICES**

Total cost for services under this MOU shall not exceed One Million Dollars (\$1,000,000) for FY 2018.

#### **B. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **IV. DURATION OF THE MOU**

#### **A. PERIOD**

The term of the MOU shall be from its effective date until the end of the day on September 30, 2018, unless terminated in writing by the parties prior to its expiration.

#### **B. EFFECTIVE DATE**

This MOU shall become effective on the date that both parties have affixed their signatures, i.e., the MOU is fully-executed.

#### **C. EXTENSION**

The parties may, by prior written agreement, extend the period of this MOU by jointly exercising a maximum of a one (1) year option period. The option period may consist of a fiscal year, a fraction thereof, or multiple fractions of a year. The exercise of this option is subject to availability of funds at the time of the exercise of the option.



## **V. AMENDMENTS AND MODIFICATIONS**

The MOU may be amended or modified only upon prior written agreement of the parties. Amendments or modifications shall be dated and signed by authorized representatives of the parties.

## **VI. RESOLUTION OF DISPUTES**

The parties' respective Directors or their designees shall resolve all disputes and/or adjustments related to the services provided under this MOU. In the event the parties cannot resolve an MOU-related dispute, the matter shall be referred to the District's City Administrator. The decision of the City Administrator regarding any MOU-related disputes referred shall be final. In the event the parties are unable to resolve an MOU-related financial issue, the matter shall be referred to the District of Columbia Office of Financial Operations and Systems.

## **VII. NOTICE**


The following individuals are the Point of Contact (POC) for each party under this MOU:

For OCTFME:  
Angie M. Gates  
Director  
1899 9<sup>th</sup> Street, NE  
Washington, DC 20018  
Office: (202) 671-0041

For DGS:  
Gbolahan Williams  
Project Manager  
Capital Construction Services  
1250 U Street, NW, 4th Floor  
Washington, DC 20009  
Office: (202) 698-4109

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**THE OFFICE OF CABLE TELEVISION FILM, MUSIC AND ENTERTAINMENT**

  
Angie M. Gates  
Director

Date: 07/11/18

**THE DEPARTMENT OF GENERAL SERVICES**

  
Greer Johnson Gillis  
Director

Date: 8/16/18

APPROVED  
OCTFME Legal Review 



**INTRA-DISTRICT STANDARD REQUEST FORM**  
Government of the District of Columbia

**PART I**  
**GENERAL**

MOU NUMBER: \_\_\_\_\_ DATE OF MOU: 7/11/2018

**SELLER INFORMATION**

AGENCY: DEPARTMENT OF GENERAL SERVICES AGENCY CODE: AM0  
NAME OF CONTACT: GBOLAHAN WILLIAMS  
ADDRESS : 1250 U STREET, NW, 4th FLOOR  
WASHINGTON, DC 20009  
TELEPHONE # : (202) 898-4109  
FAX # :

AUTHORIZING OFFICER Dwight Jones, OCFO DATE: \_\_\_\_\_

**BUYER INFORMATION**

AGENCY: OFFICE OF CABLE TELEVISION, FILM MUSIC and ENTERTAINMENT AGENCY CODE: CID  
NAME OF CONTACT: DR. STEVEN JOHNSON  
ADDRESS : 1898 9TH STREET, NE  
WASHINGTON, DC 20018  
TELEPHONE # : (202) 871-0147  
FAX # :

AUTHORIZING OFFICER Casandra Fields, Agency Fiscal Officer/OCFO DATE: 8/07/2018

**PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION**

# PART II

MOU NUMBER: \_\_\_\_\_

1 OF 1

## SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: \_\_\_\_\_

FY 2018 SMALL CAPITAL PROJECTS (PROJECT NO. BP102C)

DATE: \_\_\_\_\_

TOTAL: \$1,000,000.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	AM0	2018									
BUYER	C10	2018	INFRA	INFRA	0409	0409	—	BP102c 05			

GOOD/ SERVICE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TOTAL: \_\_\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER											
BUYER											

GOOD/ SERVICE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TOTAL: \_\_\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER					1800						
BUYER											

Revised 8/15/98



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Program Management  
Construction Management

Project:

Office of Cable Television, Film,  
Music and Entertainment  
Renovation Project

Submission:

**Schematic Design Submission**

Address:

**OCTFME**

1889 9<sup>th</sup> Street, NE  
Washington, DC 20018

Prepared for:

**Department of General Services**

1250 U Street, NW  
Washington, DC 20009

Project No.

**DCF17-11**

Date:

August 14, 2017



Healthcare



Science & Technology



Education



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## **ELECTRICAL**

### **Existing Electrical Service and Power Distribution System**

The existing underground primary electrical service to the Office of Cable Television, Film, Music and Entertainment (OCTFME) is from a PEPCO pole located on "T" street NE and 9<sup>th</sup> street NE, terminating into a pad mounted transformer. The pad mounted service transformer is located in a grassy area and located adjacent to the loading dock, approximately 50 feet from the existing main electrical room.

The existing underground secondary electrical service terminates into the existing CT cabinet, located in the existing main electrical room. The existing electrical service is a 3,000A, 480Y/277V, 3-phase, 4-wire system.

Based on the recent 12-month peak demand load as provided by PEPCO, the existing maximum demand load for the facility is 486kW which is approximately 600Amps.

The power distribution is through the existing 3,000A switchboard "SWGR" with a 3,000A main circuit breaker and an integral CT cabinet. The distribution feeders of the "SWGR" are as follows (refer to the attached power riser diagram):

1. A 100amp circuit breaker serving transient voltage surge suppression (TVSS).
2. A 1000amp circuit breaker serving the main distribution panel "MDP". The existing "MDP" panelboard serves all non-emergency lighting panelboards and step-down transformer feeding 120/208V power distribution panelboards throughout the building.
3. A 100amp circuit breaker serving "ATS-1" for the life safety panel "EDHP". The existing emergency panel "EDHP" serves the emergency egress lighting, elevator and a 30kVA dry-type transformer that feeds the emergency 120/208V "EDLM" distribution panelboard.
4. A 600amp circuit breaker serving "ATS-2" for the building UPS system. The existing UPS system is a 275kVA – 480V, 3-phase, 4-wire with a step-down K4 rated dry-type transformer, 225kVA 480/208Y/120V. The system feeds a main panelboard "UPSDL", rated at 800amps which feeds the auxiliary distribution panelboards in the Tech Core areas. Refer to the attached power riser diagram.
5. An 800amp circuit breaker serving "ATS-3" for building's backup system panel "SDHM". The existing "SDHM" panelboard serves critical HVAC equipment: Chiller, CRAC units 1 thru 3, condensing and chilled water pumps as well as a sewage ejection pump.

### **Existing Generator System**

The existing emergency generator is a diesel 600kW / 750kVA, 480Y/277V, 3-phase, 4-wire with a 1200amp breaker serving ATS-1, ATS-2 and ATS-3. Currently the existing generator does not backup the entire building and only provide backup system for the following systems:

1. ATS-1: Life Safety System which includes emergency lighting, elevator, Fire Alarm system.

2. **ATS-2: The UPS system.**
3. **ATS-3: Critical HVAC equipment: Chiller, CRAC units 1 thru 3, condensing and chilled water pumps, sewage ejection pump.**

Based on the 12-month peak demand load of the building which is about 486kW (600A), this generator has the capacity to back-up the current load of the entire building. If new loads are added to the building or if there is a desire to allow for added future capacity, then a larger generator will be required the size of which will need to be calculated based on the new loads that will be added and/or the future capacity required. Regardless of whether maintaining the existing generator or replacing it with new larger generator, the power distribution of the building will need to be modified to accommodate back-up of the entire building.

### Existing UPS System

The existing UPS system is a General Electric, SG Series, 225kVA with primary 480V, 3-phase, 4-wire and secondary 480V, 3-phase, 4-wire. The UPS is provided with a bypass switch section. A 225kVA, K4 rated dry-type transformer steps down the voltage from 480V to 208Y/120V. The UPS system feeds a main panelboard "UPSDL", rated at 800amps which feeds various panelboards throughout the building. The panelboards that are fed by panelboard "UPSDL" are as follows:

- **ULS** – 100amps main circuit breaker and located in room UPS 045. The panelboard mainly serves receptacle loads for studios "A", "B" and room Telcom 047.
- **LTC1A** – 150amps main circuit breaker and located in Tech Core 024. The panelboard serves the racks in room Tech Core 024.
- **LTC1B** – 150amps main circuit breaker and located in Tech Core 024. The panelboard serves the racks in room Tech Core 024.
- **LTC1C** – 150amps main circuit breaker and located in Tech Core 024. The panelboard serves the racks in room Tech Core 024.
- **LTC2** – 150amps main circuit breaker and located in room Tape 023. The panelboard mainly serves receptacle loads for the edit rooms.
- **LTC3** – 150amps main circuit breaker and located in room Control "B" 007. The panelboard mainly serves receptacle loads in the linear edit and master control rooms.
- **LTC4** – 150amps main circuit breaker and located in Corridor 003B. The panelboard mainly serves receptacle loads for the audio and controls rooms.
- **LTC5** – 100amps rated and located in room Electrical Closet 126.

The UPS battery cabinet is a C&C Power; model B55225-1AF-S6-NS with a NEMA 1 enclosure and a 600amps main circuit breaker. The UPS battery system consists of forty (40) sealed lead acid batteries rated 540watts, 12V, and 12300mAh. During our survey, it was noted that the existing UPS load is around 21% of its nominal capacity and based on this we can estimate that the existing UPS load is approximately 48 kVA. Per the existing UPS load, the battery system can provide up to 67 minutes of UPS power. The UPS runtime will be reduced as additional loads are added to the UPS system.

The existing UPS has the capacity to back-up the existing power load connected to it; however if additional loads are added to the UPS system or if there is a desire to allow for added future capacity then a larger UPS may be required the size of which will need to be calculated based on the new loads that will be added and/or the future capacity required.

## **Recommendations for the Electrical System**

### **Generator System**

As mentioned above, the existing diesel-powered emergency generator system does not provide back-up for the entire building. It is desired by the owner to do the following:

1. Assess the capacity of the generator system for the full building load.
2. Replace the diesel generator with natural gas generator.

Unless new loads are added to the building, the existing generator will be able to back-up the current load of the building in its entirety. However, if new loads are added and/or if the desire is to replace the existing diesel generator with natural gas generator, then the following options are available to accomplish this.

#### **Option 1 – Keep the existing diesel generator:**

There will not be any cost associated with this option, however, this option will not provide for any added future loads and/or natural gas option.

#### **Option 2 – Convert the existing diesel generator to natural gas:**

The design team contacted Generac to evaluate the possibility of converting the existing diesel generator to natural gas. Generac informed that converting the generator from diesel to natural gas can be very costly and will void the UL2200 and EPA certifications on the existing generator. Additionally, converting to natural gas will reduce the existing generator's capacity 40%-60% which in turn will require additional natural gas generators in order to back-up the existing building load.

#### **Option 3 – Keep the existing 600kW diesel generator to back-up the existing building loads and add a new natural gas generator to back-up the new additional loads and also provide additional future capacity:**

Based on the 12-month peak demand load of the building which is about 486kW (600A), the existing 600kW diesel generator will be able to back-up the existing full building load. A new natural gas generator will be added to back-up the new HVAC equipment and it will be sized to provide for future capacity. The new chiller will consist of three 30-ton modules with two of them operating concurrently and the third one will be stand-by. It is estimated that the new natural gas generator will be rated 250kW/313kVA, three-phase 277/480V. The existing generator enclosure will need to be modified in order to accommodate the new natural gas generator. It may require expanding the generator enclosure into the existing parking space.

#### **Option 4 – Replace the existing 600kW diesel gas generator with three 400kW natural gas generators in parallel:**

Parallel natural gas generators provide for increased reliability and redundancy. The units will be sized such that if one generator fails, the other two generators will be able to pick-up the building load. This configuration also allows for greater serviceability, allowing for a single unit to be taken out of service for maintenance or repair while the other units remain available should an outage occur. The existing generator enclosure will need to be modified in order to accommodate the new

natural gas generators. It may require expanding the generator enclosure into the existing parking space.

**Option 5 – Provide one small natural gas generator for life safety loads and an additional generator for all other building loads:**

The existing life safety load is approximately 46kVA. It is estimated that a new 80kW, three-phase, 480Y/277V natural gas generator will be required for life safety loads only.

All other building loads will be reconfigured and backed-up by a new 800kW (or possibly two 400kW generators in parallel), three-phase, 480Y/277V natural gas generator. The existing generator enclosure may need to be expanded in order to accommodate the new generators. Existing parking space may be compromised as a result of the necessary modifications to the generator enclosure.

### **UPS System**

Currently, the UPS system provides back-up to various receptacles throughout the facility and to all the loads in the Tech Core area. The existing UPS is adequately sized to back-up the existing loads; however it is not known at this time if any new loads are anticipated to be added to the existing UPS system. The design team will need to know this information in order to adequately assess and size and capacity of the existing UPS system.

It is recommended however to replace the current ATS switch feeding the UPS system with an ATS switch that include a maintenance bypass switch to add reliability the system.

### **Electrical Utility Redundancy**

As part of the RFP, it is desired by the OCTFME to have a second point of entry into the building for PEPCO service. The design team contacted PEPCO to inquire about adding an additional electrical service to the facility to improve the redundancy. PEPCO informed the design team that there is single grid/substation serving the area and adding another line to the same grid/substation will not add redundancy to the building. It was also mentioned that adding a line from another grid/substation which maybe miles away will be cost prohibitive.

During discussions with the owner, it was revealed that the purpose of this requirement was to back-up the entire building during a power loss which a generator will be able to if sized and configured to back-up the entire building.

## **MECHANICAL**

### **Existing HVAC system**

The existing HVAC system is composed of three roof top air handling units (AHUs) with chilled and hot water coils, one roof mounted air cooled chiller, and gas-fired condensing boilers.

Following is a list of the existing equipment and capacities:



1. **Air cooled chiller:** Daikin model number AWS280BDH, is an air-cooled screw chiller with a nominal capacity of 260 tons and a max/min fluid flow of 917/379 gpm, and an estimated minimum capacity of 40 tons. Per the as-built drawings, the chiller is currently supplying 650 gpm of a 30% glycol mixture at 44°F with a return water temperature of 54°F. Based on the load calculations prepared by Ted Ross Consulting LLC in March of 2016, the actual design cooling load for this unit should be 135 tons (including the existing Tech Core Spaces). This cooling load could not be confirmed due to insufficient information to perform new load calculations.

The main distribution system consists of a primary and secondary system with constant speed primary pumps and variable speed pumps in the secondary loop. The pumps are controlled in a lead/lag scheme. A dedicated secondary pump is provided for each of the Air handling Units (AHUs) and an additional secondary pump serves all Fan Coil Units (FCUs) in the building. Computer Room Air Conditioning Units (CRACs) are provided with one lead and one lag secondary chilled water pump. There were no chilled water system nuisance trips or controllability problems reported by the owner.

2. **AHU-1:** Daikin McQuay model number OAH065GDAC serves Studio A and is a single zone constant volume system with variable temperature controls that provides a total airflow of 27,000 cfm. The unit distributes air via low pressure ductwork to air devices in the 5,200 SF studio. The current face velocity through the AHU cooling coil is approximately 400 fpm but the unit airflow can be reduced to a minimum supply airflow of 13,500 cfm (coil face velocity of 200 fpm) per the manufacturer. Based on the load calculations prepared by Ted Ross Consulting LLC in March of 2016, the actual design airflow for this unit should be 11,420 cfm. This airflow could not be confirmed due to insufficient information to perform new load calculations.

The ventilation rate for this unit was designed in accordance with the 2006 edition of the International Mechanical Code (IMC) but should be revisited and revised in accordance with the current DC Mechanical Code (2013 edition). The unit is equipped with a hot water coil in the preheat position, but does not possess a re-heat coil. During occupied mode, supply and return fans run continuously and the outside air damper modulates opens to maintain minimum ventilation requirements. The fans are not equipped with Variable Frequency Drives (VFDs) and subsequently the fan speed is constant. A relief damper is mounted on unit to permit the use of an air-side economizer mode.

Site personnel who were interviewed during our survey, agree that there are no significant issues with heating capacity and control of the unit, however there are cooling deficiencies which occur during the summer months. At times, it seems that the cooling coil control valve closes, causing the heat to rise. Consequently, space humidity levels increase to an average level of 70% to 90% in the summer.

3. **AHU-2:** Daikin McQuay model number OAH021GDAC serves Studio B and is a single zone constant volume system with variable temperature controls that provides a total airflow of 10,300 cfm. The unit distributes air via low pressure ductwork to air devices in the 1,650 square foot studio. The current face velocity through the coil is approximately 500 fpm but the unit airflow can be reduced to a minimum supply airflow of 4,120 cfm (coil face



velocity of 200 fpm) per the manufacturer. Based on the load calculations prepared by Ted Ross Consulting LLC in March of 2016, the actual design airflow for this unit should be 7,698 cfm. This airflow could not be confirmed due to insufficient information to perform new load calculations.

The ventilation rate for this unit was designed in accordance with the 2006 edition of the IMC but should be revisited and revised in accordance with the current DC Mechanical Code (2013 edition). The unit is equipped with a hot water coil in the preheat position, but does not possess a re-heat coil. During occupied mode, supply and return fans run continuously and the outside air damper modulates open to maintain minimum ventilation requirements. The fans are not equipped with VFDs and subsequently the fan speed is constant. A relief damper is mounted on unit to permit the use of an air-side economizer mode.

Site personnel who were interviewed during our survey, agree that there are no significant issues with heating capacity and control of the unit, though there are cooling deficiencies which occur during the summer months. At times, it seems that the cooling coil control valve closes, causing the heat to rise. Consequently, space humidity levels increase to an average level of 70% to 90% in the summer.

4. **AHU-3:** Daikin McQuay model number OAH080GDAC serves roughly 15,000 square feet of office and conference room spaces and is a constant temperature Variable Air Volume (VAV) system that provides a total airflow of 35,000 cfm. The unit distributes air via medium pressure ductwork to VAV boxes with hot water reheat coils which meter and control the airflow to the space.

The current face velocity through the coil is approximately 500 fpm but the unit airflow can be reduced to a minimum supply airflow of 14,000 cfm (coil face velocity of 200 fpm) per the manufacturer. Based on the load calculations prepared by Ted Ross Consulting LLC in March of 2016, the actual design airflow for this unit should be 23,500 cfm. This airflow could not be confirmed due to insufficient information to perform new load calculations.

The ventilation rate for this unit was designed in accordance with the 2006 edition of the IMC but should be revisited and revised in accordance with the current DC Mechanical Code (2013 edition). The unit is equipped with a hot water coil in the preheat position and reheat is available on the VAV boxes. During occupied mode, supply and return fans run continuously and the outside air damper modulates open to maintain minimum ventilation requirements. The supply and return air fans are equipped with VFDs which allow modulation of fan speed. The supply fan VFD modulates the fan speed to maintain the duct static pressure at set-point while the return fan tracks and matches the supply fan speed.

Cooling and heating valves modulate to maintain discharge air temperature at set-point. A relief damper is mounted on unit to permit the use of an air-side economizer mode.

5. **Two (2) Boilers:** Manufactured by Lochinvar (CREST) are two gas fired condensing water boilers providing hot water for the building. Each boiler is rated to provide 1,500 MBH of



heat and controlled to provide hot water at 140°F to the building with a return water temperature of 100°F.

6. **Three (3) Computer Room Air Conditioning Units (CRAC):** The Tech core area is served by two Data Aire CRAC units, model number DACD-2234, with down-flow discharge configuration and a nominal capacity of 22 tons each. One CRAC unit, Data Aire model number DACD-1834, with down-flow discharge configuration and a nominal capacity of 18 tons serves the Linear Edit room. Each unit is equipped with a 10KW humidifier rated for 30 pounds per hour steam production and a 30 KW reheat coil. Based on the load calculations prepared by Ted Ross Consulting LLC in March of 2016, the actual design cooling load for the Tech Core area is 13 tons, though their report indicated that an accurate assessment of the space equipment was not performed. This airflow could not be confirmed due to insufficient information to perform new load calculations.

### **Recommendations for the HVAC system**

#### **Air Handling Units**

The facility HVAC systems, in particular the AHUs and Chiller require modifications to better support the OCTFME program. Comparing the floor area served to the airflow from each corresponding AHU reveals that excessive air and cooling is provided to each space. Air handling units typically do two things; provide heating and cooling for space temperature control, and also remove moisture from the air. To remove moisture, however, the air conditioner needs long runtimes. That's because the air moving over the cold chilled water coil causes the water vapor to condense. The more air moves over the coil, the more water condenses and can be carried away, thus oversized systems will not dehumidify well due to short run times. One remedy for this issue is to reduce the airflow thru the coil.

Though not specifically stated in the client scope of work, we recommend modification of the AHU drive systems to reduce airflow. This same recommendation was made by Ted Ross Consulting LLC in their HVAC system assessment from March of 2016. Reduction of the airflow for AHU-1 and AHU-2, will be accomplished through replacement of the existing constant speed motors with Inverter duty rated motors and the addition of VFDs for speed control. Based on the airflows provided by the Ted Ross Report, the cooling coil for AHU-1 will not function properly at the new airflows. To rectify this issue, a portion of the chilled water coil will be "blanked-off" with sheet-metal. A reduction in supply airflow for AHU-3 can be accomplished using the existing fan VFD. New, smaller chilled water control valves will replace the existing valves to ensure controllability of the system.

**AHU-1:** The existing supply fan is a forward curved centrifugal double width double Inlet fan driven by a 40-horsepower motor with sheaves and 3 belts. The existing return fan is a forward curved centrifugal double width double inlet fan driven by a 20-horsepower motor with sheaves and 2 belts drives. Varying the airflow requires replacement of the existing motors with inverter-duty type motors and the addition of variable frequency drives to both fans. Inverter-duty motors can withstand higher voltage spikes and can run at very low speeds without overheating.

**AHU-2:** The existing supply fan is a forward curved centrifugal, double-width double-inlet fan driven by a 15-horsepower motor with sheaves and 3 belts. The existing return fan is a forward curved centrifugal, double-width double-inlet fan driven by a 7.5-horsepower motor with sheaves and 2 belts. Varying the airflow requires replacement of the existing motors with inverter-duty type motors and the addition of variable frequency drives to both fans. Inverter-duty motors can withstand higher voltage spikes and can run at very low speeds without overheating.

**AHU-3:** The existing supply fan is a forward curved centrifugal, double-width double-inlet fan driven by a 60-horsepower motor with sheaves and 3 belts. The existing return fan is a forward curved centrifugal, double-width double-inlet fan driven by a 30-horsepower motor with sheaves and 2 belts. Both fans are equipped with VFD/starter/ disconnect switches. No changes to the fan drives are required.

### **Chiller**

If it is determined that the building load, excluding the Tech Core area, is within the current chiller capacity, the design intent is to decouple the cooling of the Tech Core from the existing chiller loop and provide a dedicated modular air-cooled chiller with N+1 redundancy and dedicated primary-loop pumps for the Tech core. The existing chiller will remain, and the primary chilled water flow will be rebalanced for optimal performance under the new loading conditions. Per the manufacturer's recommendation, the minimum acceptable chilled water flow through the existing chiller is 379 gpm. Pump motors will be replaced with inverter duty-type motors and VFDs will be added for pump speed adjustment. Consideration will be given to using variable flow controls on the primary chilled water loop for energy savings.

The existing 3 CRAC units have combined cooling capacity of approximately 60 tons. Based on this assumption we recommend an air-cooled chiller with three modules each rated at 30 Ton. Two modules will operate concurrently during normal operation, while the third module will be standby. The basis of design chiller will be Aermec model NYB0500. The basis of design chiller will have dimensions of 12' long by 7' wide by 8' height and weight 9,000lbs. This unit will be located adjacent to AHU-2. The modules are easy to install and can be connected together, both from the hydraulic and the electrical point of view, making it possible to fine tune the system. The chiller will be supplied with a water filter and interception valves to facilitate cleaning and maintenance. As an accessory, an air filter protecting the coil facilitates cleaning and guarantees good heat exchange. The Tech Core chiller will operate 24/7/365 while the existing 260-ton chiller will be operated on a more typical office schedule. To preclude a Tech Core shut-down the tie-in of the new chiller to the existing Tech Core chilled water loop will require multiple wet-taps/plug-taps. Finally, existing controls will be revised and addition of control points (approximately 15 points) will be added to accommodate all system modifications.

## **PLUMBING**

### **Existing Plumbing System**

The existing plumbing system in the building will remain as-is. The only service that will be affected by the recommended changes is the gas service.

### **Recommendations for the Plumbing System**

Once an option for the new natural gas generator is selected, a gas load letter will be prepared and submitted to Washington Gas for the gas service upgrade to accommodate the new generator load.

## **INFORMATION REQUIRED**

### **HVAC System**

- The current design recommendations are based on old, and possibly inaccurate data. The HVAC design cannot proceed without accurate client equipment information including equipment heat output. This equipment includes, but is not limited to office computer equipment, studio recording, signal conditioning, and broadcast equipment, and Tech Core equipment.

### **Electrical System**

- What is the UPS runtime required? Need this information to determine if the existing battery capacity is adequate.
- Need to obtain the existing rack loads in the Tech Core area in order to determine the existing power load in the existing UPS.

### **UPS System**

- If more UPS capacity is required, space will need to be provided for the added UPS and the battery system.

### **Generator System**

- Additional space is a real concern for replacing/upgrading the existing generator system. Parking spaces in the back of the building will need to be allocated for additional space.



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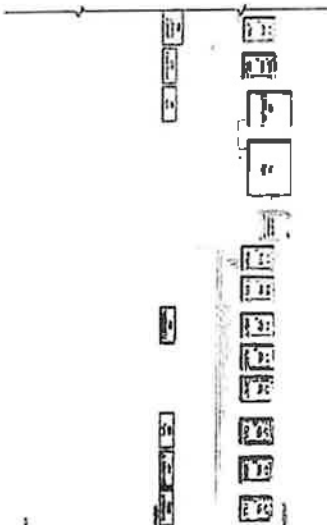
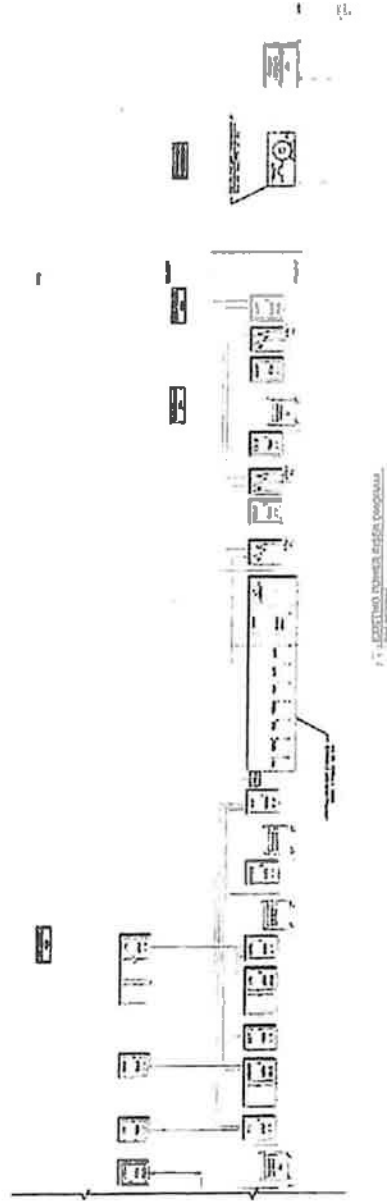
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REVISIONS  
DATE  
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## **INFORMATION REQUIRED**

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### **UPS System**

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### **Generator System**

- Additional space is a real concern for replacing/upgrading the existing generator system. Parking spaces in the back of the building will need to be allocated for additional space.

8	Please clarify what future load will be added to the generator.	Understanding is that we are designing to current loads without consideration of future growth. Please confirm future loads are out of scope. Please clarify what loads the generator is backing up.		
9	At the kick-off meeting, it was mentioned that the main circuit breaker at the main building switchboard had failed to re-engage after being turned off. Please confirm this and let us know which breaker as this may have implications for shutting down power if need be.		DGS	
10	What redundancy is required for UPS system?	UPS is redundancy for tech core. No additional redundancy required. Please confirm	OCTFME – please confirm	
11	What redundancy is required for generator system?	Generator is redundancy for a portion of electrical load. Please confirm which portions of electrical load are covered by this redundancy and that no additional redundancy is required.	OCTFME	
12	What redundancy is required for main building electrical service?	Please confirm that no additional redundancy for main building electrical is required beyond that covered by the generator	OCTFME	
13	Please clarify if there is a window that the power to the building can be shut down for implementing this project.	Time is available provided enough notice is given		
14	Need Peak demand load for the racks in the server rooms. What is the average kW/rack?	DGS submitted OCTO equipment – OCTFME needs to provide tenant related equipment	DGS	
15	Need Peak chiller demand load in summer months.	If possible – OCTFME	OCTFME	
16	Need equipment list and heat generation.	Jeffrey Boddie has database with equipment information	OCTFME	
17	Please clarify if Tech core area requires fully redundant mechanical systems in term of chiller and AHU systems? N+1 for each equipment?	Mechanical team to also investigate option of split system as redundancy for these rooms. Chiller may be one option, but we would like to see alternative approaches as well.		
18	Please clarify if existing ductwork and VAV boxes to be demolished for	This should be resolved by mechanical team. Approaches with minimal impact on		



**To:** Brimah Conteh, Broughton Construction/Daniel Bohnlein, DGS  
**From:** Carlos Talero, IStudio  
**Cc:** Global Engineering Solutions, File  
**Date:** 08-22-2017  
**Reference:** DC OCFME  
**Subject:** List of MEP+FP Questions/Assumptions

The following is a list of mechanical, electrical, plumbing and fire protection questions, observations and assumptions that needs to be acknowledged and confirmed.

Item	Question	Response	By	Date
1	Need peak demand power consumption for the existing main service (PEPCO) for the last 12 month period.	DGS submitted PEPCO Invoicing	DGS	
2	Need peak demand for the existing UPS system for the last 12 month period.	Understanding is that UPS serves for back-up for tech core only.	OCTFME - if possible	
3	Need peak demand power consumption for the existing generator for the last 12 month period.			
4	Drawings provided to us indicate a series of sub-meters connected to the UPS system. We did not observe this metering to be installed at the site. Please confirm.		DGS	
5	Drawings provided to us indicate a "KIRK KEY" system for the existing UPS system. We did not observe that there is an existing KIRK-Key system for the existing UPS. Please confirm.			
6	Please clarify what future load will be added to the building.	Understanding is that we are designing to current loads without consideration of future growth. Please confirm future loads are out of scope	OCTFME	
7	Please clarify what future load will be added to the UPS system.	Understanding is that we are designing to current loads without consideration of future growth. Please confirm future loads are out of scope	OCTFME	

	<b>oversized AHUs?</b>	<b>existing equipment are preferred.</b>		
<b>19</b>	<b>Need areas of high humidity and un-comfort levels?</b>	<b>Understanding is that scope is limited to tech core redundancy and generator replacement. Other areas of the building are outside of project scope. Please confirm.</b>	<b>OCTFME</b>	

Your prompt response is greatly appreciated.

PROJECT MANAGEMENT OFFICE  
MOU/REPROGRAMMING/RECLASS  
PROCESS CHECK LIST

DOCUMENT CONTROL NUMBER: See instructions on next page:	DOCUMENTS	SIGNATURES		
		CAPITAL CONSTRUCTION DEPUTY DIRECTOR SIGNATURE	CAPITAL CONSTRUCTION CHIEF PROJECT DELIVERY OFFICER (CPDO) SIGNATURE	EMAIL TO DISTRIBUTION: WALK TO REEVE'S
1	MOU REQUEST FROM PM (ORIGINATOR) VIA PROGRAM REQUEST CAPITAL CONSTRUCTION SERVICES PROVIDED SERVICES			
2	MOU REVIEW ASSURE ALL WORDING IS PRESENT PRIOR TO HAVING THE PROGRAM REQUESTING NBS THEIR DIRECTOR SIGN THE MOU <i>client agency signature</i>			
3	WITH PROGRAM DIRECTOR SIGNATURE (Requesting Program signs MOU) <i>Client agency</i>			
4	AGREE FINANCIAL SUFFICIENCY / EXECUTIVE SUMMARY <i>Signature</i>			
5	ROUTE FOR DD (OPR/MUNICIPAL CLUSTERS)			
6	ROUTE FOR CPDO SIGNATURE (DPS/STHOUSING/DJMPED) <i>DATED</i>			
7	SCAN SAVE ON U: DRIVE			
8	GENERATE ROUTING DISTRIBUTION/ ROBERT SEABROOKS/DWIGHT BRIDGES/ VICTORIA JOHNSON			
9	PMO ROUTING NUMBER: SE seller, BU buyer   DATE: 01/25/18   APPROVAL: 3			
10	COMMENTS:			
11	PROJECT MANAGEMENT OFFICE SIGN OFF:			
12	PROJECT MANAGER			
13	CASSANDRA WHITE, PROGRAM MANAGEMENT ANALYSIS OFFICER			

DLRS 3242

## Office of the Director



DATE: 9/29/2020

DUE DATE: \_\_\_\_\_

DEADLINE DATE: 10-1-2020☒ Expedite Process

SUBJECT:	Extension of MoU for mail services			
ORIGINATOR:	NAME: <i>Reginald Greene</i> PHONE NUMBER: <i>202-253-1746</i>			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	<input type="checkbox"/> RALPH MCLEAN, ACTING <input checked="" type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input type="checkbox"/> IKEOGU IMO <input type="checkbox"/> SHAWN WINSLOW <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> JOHN A. STOKES <input type="checkbox"/> JARED LANG		DG	
Resource Allocation	WANDA JONES		WJ	
Chief Operating Officer	YOHANCE FULLER		YF	
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	
Chief Administrative Officer	MICHELLE DEE		MD	
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			
Supervisory Attorney (Legal Sufficiency)	<input type="checkbox"/> BETH-SHERRI AKYEREKO <input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS		BA	
General Counsel	XAVIER BELTRAN		XB	10/16/2020

DLRS \_\_\_\_\_

# Office of the Director

Director	KEITH A. ANDERSON				
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**Summary:**

Office of Victim Services would like to use H41 as a generic mail address for victims and offenders to perhaps communicate without revealing the exact location of a victim or prior victim.

**For all documents:**

**Title of Document:**

**Contracting Party (if applicable):**

**For Portfolio Division documents only:**

**Realty Specialist:**

**Attorney Assigned (if applicable):**

**District as:** ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant  
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

**Type of Document:** ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License  
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI  
☐ ANC Letter ☐ Other

\_\_\_\_\_ (Legal - insert from Salesforce options)

**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
OFFICE OF VICTIM SERVICES AND JUSTICE GRANTS**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“DGS”) and the Office of Victim Services and Justice Grants (“OVSJG”), collectively referred to herein as the “Parties” and individually as a “Party.”

**II. PROGRAM GOALS AND OBJECTIVES**

OVSJG has requested the services of DGS to collect incoming mail and provide outgoing mail distribution service, including postage fees for outgoing mail, under the District’s Address Confidentiality Program, administered by OVSJG.

The Address Confidentiality Program allows enrolled District residents to obtain a confidential address that can serve as a substitute address for purposes of public records and confidential mail forwarding. OVSJG is providing a mail forwarding service for program participants to ensure confidentiality of their address. Mail arriving for participants will be personal and acceptance of this mail is part of the operations of the Address Confidentiality Program.

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purpose of the MOU expeditiously and economically, the Parties do hereby agree:

**III. RESPONSIBILITIES OF THE PARTIES**

**A. Responsibilities of DGS:**

1. Collect incoming mail and provide OVSJG outgoing mail distribution service, including postage fees for outgoing mail.
2. Inform OVSJG of any mail that cannot be identified and allow OVSJG access to determine if it belongs to a participant of the program.
3. Forward any first-class mail, regardless if it appears personal in nature. Junk mail, magazines, and other non-first-class mail can be discarded or forwarded for OVSJG to discard.
4. Provide a monthly expenditure report to OVSJG on the first business day of the month.

**B. Responsibilities of OVSJG:**

1. Pick up mail daily from the mail room.
2. Deliver outgoing mail to the mail room.

**IV. EFFECTIVE DATE**

This MOU shall be effective on the date on which the MOU is fully executed by the Director of DGS and the Director of OVSJG, or their respective designees.



**V. DURATION OF MOU**

This MOU shall remain in force, unless terminated in writing pursuant to Article XII, from the date the MOU is fully executed until the close of business on September 30, 2021.

**VI. FUNDING**

- A. Total cost for services under this MOU shall not exceed **\$10,000** (ten thousand dollars) for the term. Funding for these services shall not exceed the actual cost of goods and services, including labor, and overhead costs.
- B. Payment of all goods and services shall be made through an Intra-District transfer. DGS shall collect the funds, \$10,000, from OVSJG, on or before two (2) business days following the MOU Effective Date.
- C. The total cost of this MOU is based on the estimated costs of goods and services during the term of this MOU. In the event that costs of goods and services exceed the maximum cost of this MOU, DGS shall have no obligation to complete services in excess of the amount provided with this MOU until the parties amend this MOU to provide additional funds.

**VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES**

DGS may enter into any contracts, delegations, assignments or such other agreements as authorized by applicable law that DGS determines necessary to carry out the purpose of this MOU.

**VIII. OVSJG LIABILITY**

OVSJG shall not accept responsibility for any claim and/or liability, for any act of negligence, error, omission, fault or other negligent or wrongful act of DGS, its contractors, subcontractors, agents, or employees in the performance of, or in connection with, any work contemplated or performed under this MOU.

**IX. COMPLIANCE AND MONITORING**

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into by the Parties in furtherance of this MOU.

**X. RECORDS AND REPORTS**

DGS shall maintain records and receipts for the expenditures of all funds provided and, upon request, make these documents available for inspection for a period of no less than three (3) years. A monthly expenditure report shall be provided by DGS on the first business day of the month.

**XI. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement executed by OVSJG and DGS.

## **XII. PROVISIONS FOR TERMINATION**

The Parties may terminate this MOU in whole or in part by giving thirty (30) days written notice to the other Party, when it is in the best interest of either Party to do so based on the following grounds:

- A. Lack of funding;
- B. Changes in applicable laws;
- C. Changes in the structure or nature of the program or project; or
- D. Elimination of the program, services or project supported by this MOU.

Such termination shall not be deemed a breach of the MOU.

## **XIII. CLOSE OUT PROVISIONS**

DGS shall submit final financial statements of incurred expenses by no later than ninety (90) days after the expiration or earlier termination of this MOU in a format acceptable to DGS and OVSJG.

## **XIV. AUTHORITY FOR MOU**

This authority for this MOU includes D.C. Official Code §1-301.01 (k).

## **XV. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349 and 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) the D.C. Official Code § 47-105 (2001) and (iv) the D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation had been expressly conditioned.

## **XVI. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

## **XVII. NOTICE**

The following individuals are the contact points for each Party under this MOU:

For DGS:               Reginald Greene, Building Manager  
DC Department of General Services  
441 4<sup>th</sup> Street, NW, Suite 1C26N  
Washington, DC 20001  
202-727-2585  
[Reginald.greene@dc.gov](mailto:Reginald.greene@dc.gov)

For OVSJG:           Kate Bouwkamp, Address Confidentiality Program Coordinator  
Office of Victim Services and Justice Grants

441 4<sup>th</sup> Street, NW, Suite 727N  
Washington, DC 20001  
Main: 202-727-5234  
[Kate.bouwkamp@dc.gov](mailto:Kate.bouwkamp@dc.gov)

These individuals are responsible for the management and coordination of the requirements for their respective agencies incorporated in this MOU. Notices and copies of pertinent correspondence and changes or other transactions pertaining to this MOU shall be furnished to these individuals.

## **XVIII. RESOLUTION OF DISPUTES**

The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve financial issues, the matter shall be referred to the Office of Financial Operations and Systems ("OFOS") of the District of Columbia Office of the Chief Financial Officer. The decisions of the OFOS shall be final.

## **XIX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of OVSJG.

## **XX. AUTHORIZATION**

IN WITNESS WHEREOF, The Parties hereto have executed this MOU as follows:

eSigned via SeamlessDocs.com  
  
Key: 64935d33d6118f803390fa6fa0ac2a3a

10/19/2020

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Keith A. Anderson, Director Date  
District of Columbia Department of General Services

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Michelle M. Garcia, Director Date  
District of Columbia Office of Victim Services and Justice Grants

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF GENERAL SERVICES  
AND  
OFFICE OF VICTIM SERVICES AND JUSTICE GRANTS**

**I. INTRODUCTION**

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The Address Confidentiality Program allows enrolled District residents to obtain a confidential address that can serve as a substitute address for purposes of public records and confidential mail forwarding. OVSJG is providing a mail forwarding service for program participants to ensure confidentiality of their address. Mail arriving for participants will be personal and acceptance of this mail is part of the operations of the Address Confidentiality Program.

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purpose of this MOU expeditiously and economically, the Parties do hereby agree:

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**B. Responsibilities of OVSJG:**

1. Pick up mail daily from the mail room.
2. Deliver outgoing mail to the mail room.

**IV. EFFECTIVE DATE**

This MOU shall be effective on the date on which the MOU is fully executed by the Director of DGS and the Director of OVSJG, or their respective designees.

#### **V. DURATION OF MOU**

This MOU shall remain in force, unless terminated in writing pursuant to Article XII, from the date the MOU is fully executed until the close of business on September 30, 2020.

#### **VI. FUNDING**

- A. Total cost for services under this MOU shall not exceed **\$10,000.00** (ten thousand dollars) for the term. Funding for these services shall not exceed the actual cost of goods and services, including labor, and overhead costs.
- B. OVSJG shall issue a funding transfer in the amount of **\$10,000.00** (ten thousand dollars) within ten (10) days after the Effective Date of this MOU, the available budget for the goods and services.
- C. The total cost of this MOU is based on the estimated costs of goods and services during the term of this MOU. In the event that costs of goods and services exceed the maximum cost of this MOU, DGS shall have no obligation to complete services in excess of the amount provided with this MOU until the parties amend this MOU to provide additional funds.

#### **VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES**

DGS may enter into any contracts, delegations, assignments or such other agreements as authorized by applicable law that DGS determines necessary to carry out the purpose of this MOU.

#### **VIII. OVSJG LIABILITY**

OVSJG shall not accept responsibility for any claim and/or liability, for any act of negligence, error, omission, fault or other negligent or wrongful act of DGS, its contractors, subcontractors, agents, or employees in the performance of, or in connection with, any work contemplated or performed under this MOU.

#### **IX. COMPLIANCE AND MONITORING**

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into by the Parties in furtherance of this MOU.

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DGS shall maintain records and receipts for the expenditures of all funds provided and, upon request, make these documents available for inspection for a period of no less than three (3) years.

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