COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

DEPARTMENTS OF:

Public Works
Transportation
Motor Vehicles
and
The Taxicab Commission

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1975

EFFECTIVE THROUGH SEPTEMBER 30, 2010

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PREAMBLE

This Agreement is entered into between the Government of the District of Columbia Departments of Public Works, Transportation, Motor Vehicles, and the D.C. Taxicab Commission (collectively hereinafter referred to as the Department or Agency unless separately identified) and the American Federation of Government Employees, Local 1975 (hereinafter referred to as the Union), and collectively known as the Parties.

The purpose of this Agreement is:

1. To promote fair and reasonable working conditions;

2. To promote harmonious relations between the parties;

3. To establish an equitable and orderly procedure for the resolution of differences;

4. To protect the rights and interests of the employee, the Union and the Department; and

5. To promote the efficient operations of the Department.

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

ARTICLE 1 RECOGNITION

Section A:
Local 1975 of the American Federation of Government Employees, AFL-CIO, is hereby recognized as the sole and exclusive representative for all employees in the bargaining unit as described in Section B of this Article.

The Union as the exclusive representative of all employees in the unit has the right, as provided in Title 1, Chapter 6, Subchapter XVII of the D.C. Code (2001 Ed.) to act for and negotiate agreements covering all employees in the Unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization.

Section B:
The bargaining units represented by the American Federation of Government Employees, Local 1975 are as follows:

1. All non-professional District Service (DS) and Wage Grade(WG) employees in the District of Columbia Department of Public Works (DPW) who were

previously assigned to bargaining units within DPW which were exclusively represented by AFGE Local 631, 872, 2553 and 1975 on July 23, 1984 and all unrepresented District Service (DS) professional employees in the Government of the District of Columbia Department of Public Works, Transportation Systems Administration, Bureau of Traffic Adjudication, Hearing Division, employed as Hearing Examiners, excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than purely clerical capacities and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.

PERB Certification No. 24 (March 22, 1989).

Section C:
When a position(s) changes or a new position(s) is established and the parties differ as to whether the position(s) is inside or outside the bargaining unit, either party may file a unit clarification petition with the District of Columbia Public Employee Relations Board (PERB).

Section D:
The Union and the Employer may file a Joint Petition with the Public Employee Relations Board 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 GOVERNING LAWS AND REGULATIONS

Section A:

In the event any D.C. Government-wide or Department rules, regulations or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail.

Section B:

It is understood that existing D.C. law or Government-wide rules and regulations that are not in conflict with this Agreement and are not specifically incorporated herein are, nevertheless, applicable to bargaining unit employees.

Section C:

The Department shall communicate, consult and negotiate with only the Union on matters related to working conditions affecting bargaining unit members.

Section D:

Except in emergency situations, the Department shall notify the Union prior to changing Department rules, regulations or policies which affect the working conditions of bargaining unit employees. When the change directly impacts on the conditions of employment of bargaining unit members, such impact shall be a proper subject of negotiation.

ARTICLE 3 EMPLOYEE RIGHTS

Section A:

Management and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Official Code §1-617.06(a), provides that all employees shall have the right:

1. To organize a labor organization free from interference, restraint, or coercion;

2. To form, join, or assist any labor organization or to refrain from such activity;

3. To bargain collectively through representatives of their own choosing as provided in this subchapter; and,

4. To refrain from any or all such activities under paragraphs (1) and (2) and (3) of this subsection, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in §1-617.11.

Section B:

It is understood that employees in the bargaining unit shall have full protection of all articles in this Agreement as long as they remain in the unit.

Section C:

Each employee shall have the right to bring matters of personal concern to the attention of the appropriate officials in accordance with applicable laws, regulations and procedures.

Section D:

Employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations.

Section E:

Instructions and guidance shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.

Section F:

Management shall not retaliate against any employee for the exercise of rights guaranteed pursuant to this Agreement or any applicable laws, rules or regulations.

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A:

The Department shall retain the sole right, in accordance with applicable laws, rules and regulations:

1. to direct employees of the Department;

2. To hire, promote, transfer, assign and retain employees in positions within the Department 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:

a. The mission of the Agency, its budget, its organization, the number of employees, and to establish the tour of duty

b. The number, types, and grades of positions of employees assigned to an agency's organizational unit, work project or tour of duty

c. The technology of performing its work; and

d. The Agency's internal security practices.

6. To determine the qualifications of employees for appointment, promotion and to set standards of performance and conduct.

and

8. To take whatever actions may be necessary to carry out the mission of the Agency in emergency situations.

Section B:

An act, exercise, or agreement of the respective personnel authorities (management) shall not be interpreted in any manner as a waiver of the sole management rights as codified in the D.C. Official Code §1-617.08 and as outlined in this Article.

Section C:

Notwithstanding Sections A and B above, the Union may grieve, if in exercising management's rights, the Department violates any procedures contained in this Agreement.

Section D:
In the event Management changes the standard of performance applicable to bargaining unit employees, the employees and the Union will be notified in writing of those change(s);

ARTICLE 5 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 the Department 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. The Department shall provide each new employee with a copy of this Agreement and other relevant Agency information.

Section C:

The Department shall provide the Union with reasonable written advance notice of the date, time and place of each orientation session.

ARTICLE 6 NON-DISCRIMINATION

Section A:

The Department recognizes its responsibility to promote and ensure equal employment for all persons and to promote the full realization of EEO through positive programs of affirmative action at every level within the Department.

Section B:

In the development and implementation of its affirmative action plan, and in accordance with District laws and regulations, the Department agrees to consider the following:

1. Reasonable accommodations for employees covered by the Americans with Disabilities Act (ADA);

2. Reasonable accommodations to the religious needs of employees;

3. Procedures to allow for the redesigning of jobs to address paragraphs 1 and 2 of this Article;

4. Procedures to allow for the redesigning of jobs to reflect the needs of the Department and the skills of employees; and

5. Ensure that personnel management policies, procedures, or practices shall be handled in accordance with EEO procedures and statues.

Section C:

The Department or Agency agrees to provide the Union with copies of the Affirmative Action Plan and furnish each employee with a copy, if requested. The EEO complaint regulations and procedures will be published, posted and made available to each employee as well as included in the Affirmative Action Plan. The parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations. This does not preclude the non-EEO aspects of mixed grievances (where clear distinction can be made and where such complaints are within the scope of the grievance procedure as defined within this Agreement) from going through the negotiated procedure.

Section D:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the unit without discrimination.

Section E:

The Department agrees that the Union may submit names of employees to the Department for consideration for appointment to EEO Counselor positions, using the same criteria as are used for any other nominee consistent with the procedures used by the Office of Human Rights for selecting EEO counselors. The Union shall be promptly notified in writing of the names and telephone numbers of the EEO Counselors. The names and telephone numbers of the EEO Counselors shall be posted and/or distributed.

Section F:

The Department shall ensure that all EEO Counselors have access to education and training necessary to effectively perform the duties and responsibilities of the position of EEO Counselor.

Section G:

Through the procedures established for Labor-Management cooperation, each party shall advise the other of equal employment opportunity programs of which they are aware. The Department shall ensure that problems brought to its attention under this Article shall be promptly remedied.

ARTICLE 7 UNION SECURITY AND DUES

Section A:

The terms and conditions of this agreement shall apply to all employees in the bargaining unit without regard to Union membership. Employees covered by this agreement have the right to join or refrain from joining the Union. Pursuant to D.C. Official Code §1-617.11(a), the Union shall have the right to act for and negotiate agreements covering all

employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to membership in the labor organization, provided, however, that the employees pays dues or service fees consistent with law.

Section B:

Pursuant to D.C. Official Code §1-617.07 (2001 ed.), Management shall deduct dues from the bi-weekly salaries of those members who execute an appropriate membership/union dues deduction authorization form. The dues checkoff authorizations may be cancelled by the employee at any time upon written notification to the Union and the Employer. The Union retains the sole responsibility to develop and maintain procedural safeguards required by existing applicable law with regard to the administration for the payment of service fees. 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 (7th Cir. 1984), and related cases.

Section C:

Employees who do not pay Union dues shall pay a service fee amount (not to exceed Union dues) consistent with law.

Section D:

The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of fifty (.10) cents per deduction per pay period. Upon a showing by the Local Union that sixty (60%) percent of the eligible employees in the bargaining unit for which it has certification are Union members, Management shall begin withholding, not later than the second pay period after this Agreement becomes effective and the showing of sixty (60%) percent is made, a service fee applicable to all employees in the bargaining unit(s) who are not Union members. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall be implemented in accordance with procedures established by the Agency and this Article.

Section E:

The Union shall transmit any dues deduction authorization forms to the Office of Labor Relations and Collective Bargaining (OLRCB), along D.C. Form 277. The amount to be deducted shall be certified to the OLRCB in writing by the appropriate official of AFGE, Local 1975. It is the responsibility of the employees and the Union to bring errors or changes in status to the attention of the Employer.

Section F:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or a service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievance or adverse action proceedings in accordance with provisions of Title 1, Chapter 6 of the D.C. Official Code (2001 Ed.).

Section G:

The District shall start deducting Union dues from the employees as soon as is practicable after notification of an employee's application for membership and dues check-off is received, but in no case will changes be made retroactively.

Section H:

The Agency shall stop deducting Union dues or service fees from the affected employee at the earliest opportunity after notification from the Union of an employee's separation from the bargaining unit.

Section I:

The Union shall indemnify, defend and otherwise hold the employer harmless for mistakes, omissions, timely deductions made or not made, or any other action taken by Management under the terms of this Article. Should an employee pursue a claim for recovery of any monies under this article, it shall be a matter solely between the Union and the employee.

Section J:

Payment of dues or service fees shall not be a condition of employment.

ARTICLE 8 UNION REPRESENTATION

Section A: Number of Representatives:

Management shall recognize elected/appointed Union Officers and Shop Stewards such that there is no more than one (1) Steward for every fifty (50) employees.

Section B: Designation of Representatives:

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

2. Changes to the list of Union Officers and Stewards normally will be submitted to the Agency's Labor Liaison or other designated management official at least two (2) 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 Management 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. The Agency will not recognize any official/representative who is not listed as required or for whom notification was not provided in accordance with this Section.

Section C: Advance Notice Required When Requesting Official Time

1. Representatives of the Union will be granted reasonable amounts of official time to carry out its 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. The Union representative shall provide sufficient information on the "Official Time Form" to permit the supervisor to grant or deny the request. 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 recognized 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 management officials, or pursuant to a request from the D.C. Council, D.C. Office of Human Resources, 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:

a. Assist 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 employee;

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 Agency/Department 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 benefiting both labor and management.

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:

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

Section H:

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

SECTION I:

1. The parties acknowledge that there is mutual benefit in addressing questions as to what is "reasonable" and what procedures should be followed to resolve the problems associated with perception(s) by the Employer that an unreasonable amount of time is being used or that the intent as to "reasonableness" is otherwise being abused. The parties agree that in any instance or pattern so perceived, it shall be the responsibility of

the Employer to promptly communicate to the Union President and the Office of Labor Relations and Collective Bargaining its specific concerns.

2. The OLRCB shall assist the parties in their interpretation of the Official Time provisions of this Article and attempt a mutual resolution of the problem. The Union President will address alleged abuse of official time.

Section J:

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 K:

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 L:

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

OFFICIAL TIME REPORT

REPORTING PERIOD (each pay period)
FROM TO

OFFICIAL TIME SPENT ON UNION ACTIVITIES

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 Article , Section : [See Reverse Side]**
[Union Representative: complete chart and have your supervisor initial last column.]

Date	Requested Time From: am/pm	Requested Time To: am/pm	Total Time Requested	Actual Time From: am/pm	Actual Time To: am/pm	Total Time Used	*Activity (1-21) (Identify all that apply)	Union Rep. Initial	Supv. Approving Initials 1/	Amended Actual Time

Upon request from the Union representative to the manager/supervisor from whom the official time request was submitted, a written statement setting forth the reason(s) for the disapproval and the time when the Union representative may expect to be released.

Distribution: Original to Office of Labor Relations and Collective Bargaining

Copy kept by Supervisor & Union Representative

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):

1.	negotiations;
2.	discussions between Employer representatives and employees concerning personnel policies, practices, and matters affecting working conditions;
3.	any appeal proceeding or other forum in which the Union is representing an employee or the Union pursuant to its obligations under relevant contract provisions, regulations, or law;
4.	grievance meetings and arbitration hearings;
5.	EEO complaint settlements, and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedure, or if the Union is representing the employee;
6.	a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
7.	any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representatives of the employee;
8.	any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
9.	attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action under Chapter 16 of the DPM and the employee has requested representation;
10.	informal consultation meetings between the Employer and the Union;
11.	conferring with effected employees about matters for which remedial relief is available under the terms of this Agreement;
12.	preparation of reports, forms, and documents required by law or regulation concerning the proper operation and administration of a labor organization;
13.	to effectuate contacts with officials of government including the Mayor, the Council, Congress and their staffs;
14.	attendance at meetings of committees on which Union representatives are authorized membership by the Employer or this Agreement;
15.	attendance at labor-management partnership meetings or other cooperative effort;
16.	attendance at agency recognized/sponsored activities to which the Union has been invited;
17.	to attend training or other activities designed primarily to further the interests of the Government by improving the Labor-Management relationship;
18.	travel to any of the activities listed above.
19.	
20.	

ARTICLE 9 GRIEVANCE PROCEDURE

Section A:

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

Therefore, Management and the Union retain the right to settle any grievance in the enforcement of this Agreement through and including Step 4 of the grievance process. Management shall ensure that all settlements reached with respect to grievance resolution shall be implemented in a timely manner.

Section B:

A grievance is a complaint by a party or parties that:

1. There has been a violation, misapplication or misinterpretation of this Agreement;

2. That there has been a violation or misapplication of appropriate term(s) and condition(s) of the Compensation Agreement for Units 1 & 2;

3. No complaint of a violation of Article 6 (Non-Discrimination) of this Agreement may be asserted as a grievance under this procedure. Appeals/complaints concerning Equal Employment Opportunity matters shall be handled exclusively by the appropriate legal authority having jurisdiction over such appeals/complaints;

4. Alleged violations or misapplications of any law, District-wide rule or regulation are not subject to this grievance procedure and should be handled exclusively by the appropriate administrative agency or body having jurisdiction over such issues.

Section C: Presentation of Grievance

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

2. Categories of Grievance:

a. Personal: A grievance of a personal nature which requires signature of the aggrieved employee at Step 2 even if the grievant is represented by the Union. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity pursuant to advance notification to be present and offer its view at any meeting(s) held to adjust the grievance. A copy of any settlement

agreement reached between the parties or adjustment, decision or response made by the Department must be sent to the Union.

b. Class: A grievance involving all the employees in the bargaining unit which must be filed and signed by the Union President directly at Step 4 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 2 of the grievance procedure. The Department Head or his designee shall respond in writing within twenty (20) workdays of its receipt.

c. Group: A grievance involves a group of bargaining unit employees within the Department. A group grievance may be filed by the group of employees at the appropriate step of the grievance procedure where resolution is possible. The signature of each member of the group is required at the initial step for grievance(s) filed at Step 2 or beyond.

In the event the group is not represented by the Union, the Union must be given opportunity pursuant to advance notification to be present and offer its view at any meeting(s) held to adjust the grievance. A copy of any settlement agreement reached between the parties as adjustment, decision or response made by the Department must be provided to the Union upon request.

Section D: Procedure

1. Step 1: The aggrieved employee, with or without a Union representative, shall orally present and discuss the grievance with the employee's immediate supervisor within ten (10) workdays of the occurrence of the event giving rise to the grievance, or within ten (10) workdays of the employee's knowledge of the event giving rise to the grievance. The immediate supervisor shall make a decision on the grievance and respond to the employee and his/her representative within ten (10) work days after oral presentation of the grievance.

2. Step 2: If the grievance is not settled at Step 1, the employee with or without his/her Union representative, shall submit a signed, written grievance to the Division Chief (DPW and DDOT), the Call Center Manager at the Office of Unified Communications or the appropriate management official for the other agencies within ten (10) workdays following the immediate supervisor's oral response or the date said response was due. The grievance at this and subsequent steps shall contain:

1. Description of the nature of the grievance;

2. The date(s) on which the alleged violation occurred;

3. A complete citation to the contract provisions allegedly at issue;

4. A statement of the remedy or adjustment sought;

5. Authorization by the employee if Union representation is desired;

6. The signature of the aggrieved employee(s) and the Union representative, if applicable, according to the category of the grievance.

Should the grievance not contain the required information, the grievant/Union shall be so notified in writing and given five (5) workdays from receipt of notification to resubmit the grievance.

The appropriate management official shall submit a signed, written response to the grievance to the employee and his/her Union representative within ten (10) work days of its receipt. If the aggrieved employee is not represented by the Union, the management official responding to the grievance must send a copy of the Step 2 response to the Union within ten (10) workdays of receipt of the Step 2 grievance.

3. Step 3: If the grievance remains unsettled, the grievance shall be submitted to the Administrator at DPW, the Associate Director at DDOT or the designated Management official at the other agencies in his/her division within seven (7) workdays following receipt of the appropriate Management official's Step 2 response or the date said response was due.

The designated Management official in the division shall respond in a signed, written statement to the employee and his/her representative within ten (10) workdays of receipt of the Step 3 grievance. If the aggrieved employee is not being represented by the Union, the designated Management official of the division must send a copy of the Step 3 response to the Union within ten (10) work days of receipt of the Step 3 grievance.

4. Step 4: If the grievance remains unsettled, the employee or the Union on the employee(s) behalf shall submit the grievance to the Director of the respective agency or the Chairperson of the Taxicab Commission within seven (7) workdays following receipt of the Step 3 response. Within fifteen (15) work days of receipt of the Step 4 grievance the Director/Chairperson or his designee may meet with the aggrieved employee and his/her representative to attempt to resolve the grievance or must respond in writing. If a meeting occurs, the Director/Chairperson shall respond in writing to the employee and his/her representative within ten (10) work days following the Step 4 meeting. If the employee is not being represented by the Union, the Director/Chairperson must send a copy of the Step 4 response to the Union within ten (10) work days of the Step 4 meeting or the date the meeting was due.

5. Step 5: If the grievance remains unsettled, the Union within fifteen (15) workdays from receipt of the Director's/Chairperson's response, shall notify the Director/Chairperson and the OLRCB in a signed statement indicating whether the Union intends to request arbitration consistent with the Arbitration Procedures or mediation consistent with the Mediation Procedures outlined in this Article. Only the Union or management can refer a grievance to arbitration and mediation.

If the Union intends to share the cost of the record of the hearing it must notify the OLRCB at the time of the request for arbitration.

Section E: Grievance Mediation

1. Should the parties fail to resolve the grievance utilizing the grievance procedure set forth above (Section D, Subsections 1-4), by mutual agreement, the parties may, within ten (10) workdays after the receipt of the Step 4 response, submit the matter to mediation utilizing the services of the Federal Mediation and Conciliation Services. If the parties mutually agree to mediate the matter, the following procedures will be utilized to mediate the matter.

2. Selection

a. A joint request shall be submitted to the Federal Mediation and Conciliation Services (FMCS). The mediator selected must have demonstrated expertise in public sector labor relations and in grievance mediation.

b. The mediation session(s) must commence within thirty (30) days of the agreement to mediate. If the matter is not successfully resolved through mediation or is not scheduled for a mediation session within the thirty (30) day period, the OLRCB and the Union shall select an arbitrator consistent with the terms of this Agreement.

3. Mediation Procedure

a. Each party shall have representation at the mediation session.

b. The grievant(s) shall be present and may participate at the mediation session. In the case of a class or group grievance, a maximum of three (3) grievants shall be present as representatives of the class or group.

c. Mediation sessions shall be informal; the rules of evidence shall not apply.

d. The mediation session shall be confidential. No record of the session shall be made.

e. During the session, the mediator may meet individually or jointly with participants, however, he/she is not authorized to compel or impose a settlement.

f. The mediation session shall not exceed one (1) day unless the parties agree otherwise.

4. Mediation Conclusion

a. The parties shall sign their respective copies of any settlement agreement as a result of mediation.

b. Should both parties accept any settlement achieved through mediation it shall not have precedent setting value unless mutually agreed to on a case-by-case basis. Absent mutual agreement neither party may cite any settlement achieved through mediation in any other proceeding.

c. Should mediation and any further negotiations among the parties fail to resolve the matter, the arbitration proceedings in accordance with Section D, Step 5 may be invoked by the Union or the Agency within five (5) calendar days of the conclusion of the mediation session.

d. The mediator shall be barred from arbitrating the grievance in a subsequent proceeding or testifying in a subsequent arbitration proceeding.

e. Documentation pertaining solely to the mediation process including evidence, settlement offers or the mediator's advisory opinion shall be inadmissible as evidence in any arbitration proceeding.

f. The parties shall share the fees and expenses of the mediator equally.

Section F: Arbitration

1. Selection of an Arbitrator:

a. Except in cases of mutual agreement as to the appointment of an arbitrator, a panel of seven (7) arbitrators shall be requested by the party demanding arbitration from the Federal Mediation and Conciliation Service (FMCS) from which an arbitrator shall be selected after receipt of the panel by both parties. The request shall require the FMCS to refer only arbitrators (a) who are on the roster of labor arbitrators maintained by the American Arbitration Association (AAA), and (b) whose primary offices are located in the District of Columbia or a contiguous jurisdiction in Virginia (Alexandria, Arlington, or Fairfax Counties, or wholly incorporated municipalities within those counties) or Maryland (Montgomery or Prince Georges Counties, or wholly incorporated municipalities within those counties). When either party requests a panel, the FMCS shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The party requesting arbitration shall be required to bear the fees associated with the panel request and any initial administrative fees. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The decision as to which party selects

first will be determined by the toss of a coin. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

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

c. Once an arbitrator has been selected, the party requesting arbitration will provide a copy of 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 the briefs, if filed, whichever is later and requests that the arbitrator confirm in writing that he or she will be able to render a decision within thirty (30) days after the stated events, as required by the parties Agreement. Should the arbitrator selected cannot confirmed that he/she will be able to render a decision within thirty (30) days or within a reasonable time thereafter, the parties may mutually agree to select a different arbitrator.

2. Either party may refuse to arbitrate because of its assertion that no valid collective bargaining agreement exists between the parties or that the substantive matter in dispute is not within the scope of collective bargaining. The party disputing the assertion may request the D.C. Superior Court to compel arbitration of the matter.

3. Hearings shall be held in the Office of Labor Relations and Collective Bargaining or another mutually agreeable location. If any additional costs are involved, they shall be borne equally by the parties.

4. The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to consolidate grievances.

5. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.

6. The hearing shall not be open to the public or persons not immediately involved.

7. Witnesses shall be sequestered upon request of either party. The principal representative of a party shall not serve as a witness in the proceeding. The principal representative may retain one witness or a non-witness, as the client representative, to assist him or her during the course of the hearing. A client representative, who is also a witness in the proceeding, must testify first and may also testify on rebuttal.

8. Either party has the right to have a verbatim stenographic record made at its own expense. The expense may be shared upon mutual agreement. 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 costs of the record of the hearing it must notify the Office of Labor Relations and Collective Bargaining at the time of the request for arbitration.

9. The parties shall attempt to submit a joint written statement of the issue or issues to the arbitrator.

10. The parties shall exchange witness lists 5 days in advance of the hearing, unless mutually agreed otherwise. District employees will be on-call and will be released to testify only on an "as-needed" basis.

11. Either party may file a written brief in lieu of closing argument after the closing of the hearing at a time set by the Arbitrator.

12. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusions within thirty (30) days after the receipt of the stenographic record. If no stenographic record was made, the arbitrator shall issue his decision with thirty (30) days after the conclusion of the hearing.

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

14. The arbitrator shall have full authority to award appropriate remedies.

15. The arbitrator's award shall be binding upon both parties, however, either party may exercise its right to obtain review of the Arbitrator's award in an appropriate forum.

16. A statement of the arbitrator's fee and expenses shall accompany the award. The fees and expenses of the arbitrator shall be borne equally by the parties.

17. The arbitrator's decision shall be subject to the Federal Back Pay Act.

Section G: General

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

2. The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and

their witnesses to attend. Such witness(s) shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, all unit employees entitled to be present shall be excused with pay for that purpose.

3. Issues of procedural arbitrability shall be presented first at the arbitration proceeding and must be decided before a hearing on the merits. A party does not waive its rights to present procedural defenses by failing to raise the issue before the start of the arbitration hearing.

4. The Agency, including the labor liaison, shall ensure that grievances are addressed and responded to in a timely manner.

GRIEVANCE PROCEDURE APPENDIX

The following specifies the appropriate management official in the respective agencies where grievances should be submitted at each step of the grievance procedure.

I. Department of Public Works
Step 1 – Immediate Supervisor
Step 2 – Division Chief
Step 3 – Administrator
Step 4 - Director

II. Department of Transportation
Step 1 – Immediate Supervisor
Step 2 – Division Chief
Step 3 - Associate Director
Step 4 - Director

III. Department of Motor Vehicles
Step 1 – Immediate Supervisor
Step 2 – Manager
Step 3 – Administrator
Step 4 – Director

VI. Mayor's Call Center
Step 1 – Immediate Supervisor
Step 2 – Manager Call Center
Step 3 – Deputy Director- Human Capital
Step 4 – Director

V. D.C. Taxicab Commission
Step 1 – Immediate Supervisor
Step 2 –
Step 3 –
Step 4 – Chairperson

ARTICLE 10 DISCIPLINE

Section A:

Disciplinary action(s), including adverse action(s), corrective action(s) and admonishment(s) shall be imposed against a bargaining unit employee only for cause as defined in D.C. Official Code, §1-616.51 (2001 ed.) and as defined in Chapter 16 of the DPM.

Section B:

Employees have the right to contest adverse actions taken for cause through either Office of Employee Appeals (OEA) or the negotiated grievance procedure. An employee shall elect either of these procedures in writing and the selection once made cannot be changed.

1. Should the employee elect to appeal the action to OEA, such appeal shall be filed in accordance with OEA regulations.

2. Should the employee elect to grieve the adverse action or a corrective action under the negotiated grievance procedure, the grievance must be filed pursuant to the Grievance and Arbitration article of the contract.

Section C:

In imposing disciplinary actions, the Department shall apply progressive discipline and shall consider the mitigating factors against the alleged offense, in accordance with D.C. Official Code, §1-616.51 et. seq. (2001 Ed.).

Section D:

If the Department has reason to counsel an employee, it shall be done in private so as not to unnecessarily embarrass the employee before other employees or the public.

Section E:

If any investigatory meeting with an employee could result in disciplinary action, the employee shall be informed of his/her right to Union representation or to a representative of his or her own choosing.

ARTICLE 11 LABOR MANAGEMENT COOPERATION

Section A:

For the purpose of continuing open communications, Management at the Division Level will meet with designated Union representatives upon request. Once a meeting is

requested and scheduled, the party requesting the meeting shall furnish the other with an itemized agenda setting forth the topics of discussion at least five (5) days prior to the date of the meeting. In the absence of an agenda or notification five (5) days in advance, no meeting shall be held absent mutual agreement.

Section B:

These meetings will be held to exchange views and consider and make recommendations to Department policies and practices related to working conditions, terms of employment, matters of common interest to both Management and the Union, the implementation of this Agreement, or other matters which either party believes will contribute to the improvement of relations between Management and the Union within the framework of this Agreement.

It is understood that appeals, grievances or problems of individual employees shall not be subjects 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 C:

The Director or his/her designee agrees to meet with the Union (AFGE Local 1975) President on a quarterly basis, provided either party furnished the other with an itemized agenda setting forth the topics to be discussed five (5) workdays prior to the meeting, which shall be held to discuss matters consistent with Section B, of this Article.

Section D:

Each party may have subject matter experts or other officials who are not employees of the Department attend meetings held pursuant to this Article. However, such representative(s) shall not exceed two (2), unless otherwise mutually agreed upon.

ARTICLE 12 EMPLOYEE LISTS AND INFORMATION

Section A:

On a semi-annual basis, Management shall provide the Union with a list of all employees in the bargaining unit and other information that is relevant and necessary to the representational activities of the Union.

Section B:

Upon request, the Union shall be provided with information that is relevant and necessary for the Union to perform its duties as exclusive collective bargaining representative, however, management does not waive its right to assert any legal prohibitions, such as, but not limited to HIPPA restrictions.

Section C:

Requests for information pursuant to this Article shall be relevant and necessary to the representational activities of the Union and such requests shall not be unreasonably denied by the Agency.

ARTICLE 13 FACILITIES AND SERVICES

Management agrees to the use of Agency facilities by the Union for meeting purposes for the Union subject to the conditions listed in Section 1 through 5 of this Article following conditions:

Section A: Facilities provided by Management for Union use shall be located as close as practicable to the Union President's duty station.

Section B: Meetings will be held before the start of business, during lunch periods and after close of business.

Section C: The use of facilities will not involve any additional expense to the District Government other than the normal expenses which are incurred for items such as heating and lighting.

Section D: The Union will request in writing, the use of D.C. Government facilities for the purpose of Union meetings no later than five (5) working days in advance of the requested meeting date. The Department will reply within two (2) days of initial request. The Union may use agency facilities as may be otherwise mutually agreed by Management and the Union.

Section E: The Union recognizes its responsibility when using District facilities to observe all applicable security and public safety regulations and to conduct its meetings in an orderly manner so as not to interfere with normal work operations, and assumes responsibility for all damages to District property occasioned by their use, and agrees to leave the facility in a clean and neat condition.

ARTICLE 14 BULLETIN BOARDS

Section A:

Management agrees to provide bulletin board space where notices of official Union matters may be posted by the Union. Provisions will be made for reasonable Union use of space on existing bulletin boards in all bargaining unit facilities.

Section B:

The Union agrees to post materials in accordance with the Code of Conduct applicable to District Government employees as outlined in the DPM. The Union agrees to

immediately remove any material in violation of this Section once Management makes such a request or once the Union is otherwise made aware that materials posted violates this Article.

Section C:

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

ARTICLE 15 SAFETY AND HEALTH

Section A:

Management will continue to make reasonable efforts to provide and maintain safe healthful working conditions in accordance with Title 1, Chapter 6, Subchapter XX of the D.C. Code (2001 ed.) and the Union will cooperate in these efforts by encouraging employees to work in a safe and healthful manner. It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety.

Section B:

The D.C. Taxicab Commission at its expense shall ensure that training in cardiopulmonary resuscitation (CPR) and first aid is offered to Hack Inspectors. Management shall make first aid kits available for use in case of on-the-job injuries. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union and included in the Department's telephone book. Management and the employees will cooperate in ensuring that all first aid kits are maintained. Management shall promptly contact outside emergency medical or other appropriate employee services when an emergency occurs which warrants this type of assistance.

Section C:

Management shall make every reasonable effort to provide and maintain clean, sanitary and stocked restroom facilities for all employees. As appropriate and practicable, lunchroom and locker room facilities will be made available for employee use.

Section D:

Management agrees to maintain the work place and its equipment in good condition. Deficiencies in this area shall be discussed and corrected. Management and the Union shall make every effort to prevent accidents of any kind. If accidents occur, the prime consideration will be the welfare of the injured employee. As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or

his/her coworkers. The supervisor must report injuries to the Department's Risk Management Officer, as stipulated in the written accident/incident notification procedures.

Section E:

Employees shall promptly report to Management all visible deficiencies in maintenance of vehicles for corrective action when possible. The Department agrees to inspect the vehicle for problem areas, resolve the issues in an expeditious manner by turning the vehicle into Fleet for analysis, and present vehicles to D.C. Safety Inspection at the prescribed time(s).

Section F:

When an employee identifies what she/he believes to be an unsafe or unhealthful working condition, the employee shall notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate action. If an unsafe or unhealthful condition is determined to exist and interim control measures cannot be instituted to provide a reasonably safe environment, the affected employee(s) shall not be required to perform duties in the affected area. During this period, the supervisor may require the employee(s) to perform their duties in another work area or to perform other duties outside the affected area.

Section G:

When the Department is aware of a workplace inspection or investigation which is conducted by a Department safety representative/risk manager or by an outside agency, such as Office of Risk Management, OSHA or NIOSH, in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity to participate, to the extent permitted by the investigating agency, and to provide information as to issues of concern to bargaining unit employees. During the course of any such inspection or investigation, any employee may bring to the attention of the inspector any unsafe or unhealthful working condition.

Section H:

Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthful working condition or practice, assisting in the investigation of such conditions, or for participating in any occupational safety and health program and activities.

Section I:

The Department shall prepare and post instructions to evacuate the building in case of emergency at all Department locations where bargaining unit employees are assigned.

Section J:

Management agrees to take necessary steps to ensure the safety of employees who are required to work alone. The Department agrees to immediately implement present security/safety measures affecting these employees and to ensure that these procedures are known and carried out by all employees. Where necessary, the Department agrees to revise and/or implement security/safety measures for the protection of employees.

Section K:

Management shall acquire, maintain and require employees to use safety/protective equipment to protect them from hazardous conditions encountered during the performance of official duties.

The Union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment for consideration by the Department. The Union shall also be consulted prior to the purchase of major new equipment and/or devices impacting upon working conditions and/or personnel.

The Union agrees to promote and encourage employees to follow safety procedures, and use all required personal protective equipment and safety equipment and wear all required uniforms including the proper footwear.

Section L:

The Department agrees to develop and maintain a Hazardous Communication Program that will include maintenance of Material Data Sheets (MSDSs) of substances employees are likely to be exposed to. These MSDSs shall be readily available to the Union and employees.

Section M - Safety Committee:

A safety committee of three representatives from the Union and three representatives from Management, one of whom may be the Department's Risk Management Officer, will be established in each Department covered by this Agreement. One Union and one Management representative shall serve as co-chairpersons. The Committee shall:

1. Meet once a month, or at the call of either co-chairperson, to review special conditions which may develop.

2. May participate in safety surveys/inspections and make joint recommendations to the appropriate administrator, through the Risk Management Officer

3. Seek resources and coordinate the development and conduct of appropriate health and safety training programs. All training must be coordinated with the Department's training officer.

4. Consult with, and render assistance to the Department's Risk Management Officer upon request.

Section N:

The Department is responsible for providing injured employees with information regarding proper accident reporting forms and for helping employees properly complete accident reporting and compensation forms.

Section O:

The Risk Management Officer shall provide the Union a copy of the monthly report of on-the-job injuries, submitted to the Office of Risk Management. The Risk Management Officer shall promptly notify the Union in the event of an on-the-job death.

Section P:

The Department and the Union mutually recognize the need for protection of employees from assault and intimidation at the work place and will work cooperatively to obtain appropriate protective measures.

Section Q:

A Union representative may accompany an employee at any meeting regarding a fitness-for-duty examination if the employee requests a representative.

Section R:

Upon request, the Union shall be provided with a copy of the Agency's evacuation plan.

ARTICLE 16 ENVIRONMENTAL DIFFERENTIAL

Consistent with the procedures outlined in the DPM, the Union may submit to the Department a list of positions which it believes to be eligible for an environmental differential. In accordance with the terms of the Compensation Collective Bargaining Agreement between the District of Columbia and Compensation Units 1 and 2, the Department shall submit this list, along with the necessary supporting information, to the D.C. Office of Human Resources (DCOP) for approval or disapproval. The Department shall provide the Union a copy of DCOP's decision.

ARTICLE 17 REASSIGNMENTS

Section A:

It is recognized that the Employer has the right to transfer, reassign or detail employees, however, reassignments and details shall not be used as a form of reprisal or discipline

except where permitted by the parties' agreements with respect to disciplinary procedures, and (ii) reassignments shall not be made in a manner that is arbitrary, capricious or inconsistent with Article 6 (Non-Discrimination) of the Agreement.

Section B:

If any employee is to be reassigned, he/she will be given advanced notice of the reassignment including an explanation related thereto except in cases of shortage or emergencies. If reassignment involves relocation to a different facility or building, five (5) working days notice will be given.

Section C:

In no instance will reassignment or transfer from the bargaining unit be used as a means of punishment or retaliation.

Section D:

Except in emergency circumstances, in the event a reassignment of a Union Steward, Chief Steward or President is planned, the Union President will be given fifteen (15) working days written notice regarding such anticipated reassignment.

Section E:

Employees requesting reassignment or transfer within the same organizational unit or to other organizational units shall submit a request in writing inclusive of the supportive reasons to their immediate supervisor. If denied by the immediate supervisor, a request for reconsideration may be made through the appropriate levels of supervision up to the Director. Response to the request shall be issued at each level within a reasonable period of time.

ARTICLE 18 EMERGENCY OPERATIONS

Section A:

Emergency operations shall be governed by the emergency policy of each respective agency. As such, employees shall refer to the Emergency policy for their respective agency in conjunction with this Article during an emergency event.

Section B:

Management shall provide written notification to all employees of their position designation as emergency/essential employees and ensure that employees sign the "Individual Notification of Designation as an Emergency Employee" or other required Form(s). After the beginning of the fiscal year but not later than November 15 each year,

Management will provide the Union a list of bargaining unit positions identified as essential.

Section C:

When an emergency situation exists, Management will notify, in advance, employees who are required to work during such emergency. Generally, during a snow emergency, Management will divide employees into two groups, Group 1 and Group 2. Groups will alternate their assigned Groups throughout the snow season. Management reserves the right to establish different groupings during emergencies requiring extended emergency operations. Management agrees to give employees appropriate notice in any such situations.

Section D:

Tour of duty means the regular tour as defined by the employee(s) position description or other pre-hire documents or where an employee is assigned to a compressed schedule. However, employees understand that Management has the right to establish emergency tours of duty and as such Management may establish an emergency event tour of duty during an emergency event. Where an emergency event tour of duty is established, any full-time employee who is scheduled to work during an emergency event and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work.

Section E:

Bulletin boards, email or telephone communications will be utilized to notify those employees in any group required to work during an emergency event. Reasonable efforts will be made to equalize overtime. The Agency Director or his/her designee does, however, reserve the right to schedule employees based on the emergency needs of the District. When an emergency arises employees designated as emergency/essential employees are required to report to his/her emergency operation group. A unit employee seeking to be excused must make his/her request with the appropriate supervisor. An employee who fails to report for emergency detail may be disciplined.

Section F:

Management will maintain a current listing of employees in the Groups referenced in Section C of this Article. The list of employees in each group will be reviewed with the Union designee for the affected agencies and posted prior to November 15, each year.

Section G:

Management shall not be required to work all employees in any one Group during any emergency period. Only those employees in a particular group needed during an emergency event will be required to work.

Section H:

During extended emergency operations, rest periods, shelters and an opportunity to eat will be provided.

Section I:

Management will consider the duties and responsibilities performed/required by employees' positions of record when assigning and scheduling employees during an emergency. Management will continue to provide training/orientation, as appropriate, to allow employees to perform emergency duties.

Section J:

An employee's method of compensation shall be consistent with the Compensation Units 1 and 2 Agreement.

ARTICLE 19 HAZARDOUS AND INCLEMENT WEATHER CONDITIONS

Section A:

When the early dismissal of employees is authorized by the appropriate higher authority, the Employer agrees to dismiss all affected non-emergency employees as determined by the Director/Commissioner.

Section B:

During extreme weather conditions, the Employer agrees that affected employees working inside buildings will be dismissed or relocated when the temperature/humidity combinations specified in District Government regulations occur. Except for emergency situations, the Employer agrees to relieve, as necessary, employees working outside during extreme heat or cold conditions by curtailing, rescheduling tours of duty, or suspending such operations or reassigning employees to other duties, inside or outside or dismissing employees in accordance with the provisions of applicable regulations of the D.C. Personnel Manual.

Section C:

The Employer agrees to provide or make accessible during prolonged emergency operations, comfort facilities, including a toilet, heat, first aid kit and drinking water. Employees will be afforded an opportunity to eat at prescribed intervals during such emergencies, and shall be entitled to rest periods as set forth in Article 34 of this Agreement.

Section D:

During inclement weather, employees who are unable to perform their regular duties because of weather conditions may be reassigned to other duties, conduct/participate in training or otherwise be provided an opportunity to perform a full day's tour of duty dismissed at the Employer's discretion. Employees shall be required to perform other duties assigned during inclement weather.

The District Personnel Manual provides a guide for use by management in determining excessive temperature in Appendix C and D.

ARTICLE 20 UNIFORMS

Section A:

Employees issued uniforms are required to wear such uniforms while on duty.

Section B:

Employees issued uniforms, when terminating their employment, shall be required to return uniforms issued to them prior to receiving their final pay check. Should an employee fail to return badges, uniforms, equipment or any other government property, the Agency shall deduct the cost of any such item from the employee's final paycheck.

Section C:

No later than sixty (60) days after the effective date of this Agreement, each local may submit in writing to its Administrator recommendations regarding uniforms. Management agrees to meet with a representative of each local to discuss these recommendations.

Section D:

Notwithstanding the above Management may issue other uniform items deemed necessary. Labor/Management meetings under Article 11 of this Agreement may be utilized to assist in determining additional uniform needs in specific Departments.

Section E:

It is the desire of both the Union and Management to provide uniforms on a timely basis consistent with the collective bargaining agreement. To this end, the parties agree to cooperate in the administration of this Article.

Section F:

The following uniforms will be issued to employees from the respective agencies:

DPW:
Eleven (11) Pants
Eleven Long Sleeve Shirts
Eleven Short Sleeve Shirts
Seasonal /weather uniforms are issued when warranted
Badges and/or nametags

Department of Transportation:
Eleven (11) Shirts
Eleven (11) Pants
Two (2) Summer Overalls
Two (2) Insulated Winter Coveralls
Two (2) Insulated Jackets

Department of Motor Vehicles:
Five (5) Winter Pants
Five (5) Summer Pants
Five (5) Short Sleeve Shirts
Five (5) Long Sleeve Shirts
One (1) Sweater
One (1) Light Weight Jacket
One (1) Heavy Weight Jacket
One (1) Raincoat
One (1) Summer Hat
One (1) Winter Hat
Summer Cap
Winter Cap
Wool Cap
Three (3) Shirts
Three (3) Pants
One (1) Windbreaker
One (1) Sweater
One (1) Winter Jacket
One (1) Coverall Summer
One (1) Coverall Winter
One (1) Work Boot

District of Columbia Taxicab Commission:
Three (3) long sleeve shirts
Three (3) short sleeve shirts
Three (3) Cargo Pants
Three (3) Regular Pants
One (1) Belt
One (1) Rain Coat
One (1) Windbreaker
One (1) Over coat

One (1) Sweater
One (1) badge
One (1) name tag

Where necessary and appropriate, in addition to the items listed above, management will make rubber gloves available to employees for use in performing their duties.

ARTICLE 21 LEAVE

Section A:

The provisions herein are not intended to completely cover all leave issues and provisions. All issues not addressed here regarding leave will be controlled by the applicable rules and regulations.

Section B:

To contribute to overall work efficiency and to enable approval of leave to the employee's convenience, leave should be requested in advance. Management agrees to provide employees in the Unit the opportunity to use all of the annual leave earned. Denial of use of leave will be based upon factors which are reasonable, equitable, and do not discriminate against any employee or group of employees.

Section C:

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. Management 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 twenty-four (24) hours in advance of the leave requested is to begin. 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, Management 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, Management shall provide the affected employee(s) with the reasons 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 D: Request for Unscheduled Leave:

1. It is the responsibility of employees 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.

Section E: Request for Annual Leave:

1. Employees wishing to schedule (vacation) leave in advance for periods of one week or more will do so in accordance with the following procedures:

a. Request to schedule leave for periods of one week or more will be submitted in writing by April 30th each year. Employees will waive their option to schedule vacation leave by initiating the published April 30th schedule.

b. Supervisors will notify each employee in writing of the disposition of his/her request by May 15th.

c. If more employees from the same work section or area than can be spared apply for leave the same period Management agrees to hold a conference with the employees involved before posting the final schedule in an effort to resolve such conflicts of schedules. Employee(s) agreeing to make a new selection will have preference in April, if the new selection is resubmitted by May 30th.

d. Employees wishing to change their requests may do so provided their services can be spared and their new choice does not conflict with leave scheduled for another employee.

e. During the periods of May 1st to October 1st, all employees will be encouraged to take one leave of five (5) to fifteen (15) days until every employee in the work area has had an opportunity to take vacation leave during this period.

f. The granting of time off, or leave for Thanksgiving, Christmas and New Year's holidays will be on a rotating basis, so that all employees may have an equal opportunity for leave at these times.

g. 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. Management 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 to consideration. Every effort will be made to reschedule the vacation period for the employee's convenience.

h. Unused leave in excess of forty (40) hours that has not been scheduled by October 15th must be taken or lost at the end of the calendar year, and must be scheduled by an employee by November 1st with approval of the supervisor.

i. Only supervisors designated by Management will authorize annual leave.

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

Section F: Sick Leave

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 management 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.

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.

4. Sick leave will 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.

Section G: Court Leave:

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.

1. 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.

2. 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 H: 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 I: 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 J: Funeral Leave:

The applicable Compensation Units 1 and 2 Agreement shall govern.

Section K: Maternity Leave:

1. Absence for maternity reasons is a period of approved absence for incapacitation related to pregnancy and confinement.

2. The granting of leave for this purpose is a combination of leave without pay, accumulated sick leave and annual leave. A pregnant employee is entitled to use her accumulated sick leave for the period she is unable to work for medical reasons certified by a physician.

3. The employee is required to make known to her supervisor in advance her intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration to allow the Department to arrange for any staffing adjustments which might be necessary.

Section L: Paternity Leave

A male employee may be granted his accumulated annual leave, leave without pay or a combination of both, for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section M: Leave for Adoptive Parents:

Request for leave by an employee, male or female, adopting a child may be granted based on his/her accumulated annual leave, leave without pay or a combination of both.

Section N: Family and Medical Leave:

Family and Medical Leave shall be granted in accordance with the Family and Medical Leave Act of 1990 and the District Personnel Manual.

Section O: 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 and 2 Agreement.

Section P:

It is understood between the parties that where applicable, leave shall be administered consistent with the compensation agreement.

Section Q:

Management will 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 R:

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 supervisor.

ARTICLE 22 HOURS OF WORK

Section A:

The normal workday for full-time employees shall be established consistent with law. To the extent possible employees shall be notified five (5) work days in advance of any permanent or long term (i.e. six (6) months or longer) change in their scheduled tour of duty. Further, it is a Management right to establish tours of duty and to make modifications to tours of duty in emergency situations without advance notice.

Notwithstanding the above, Management retains the right to reassign without notice, any employee during an investigation when the employee's retention in his/her official position is viewed as a threat to himself/herself, co-worker or others.

Section B:

Overtime assignments shall be distributed equitably among qualified volunteers from the work unit in which the overtime work is to be performed. If there are not enough volunteers, Management shall distribute the remaining overtime assignments equitably among qualified employees. An employee assigned to work overtime may be excused at the supervisor's discretion if he/she has a valid reason. Each such situation shall be considered on its merits.

Section C:

The Department shall make every effort to notify employees in advance when overtime work is anticipated. Before assigning an employee to perform overtime work, the supervisor assigning the overtime work shall make every reasonable effort to ensure that the overtime work has been authorized by the Director.

Section D:

The Department shall ensure that employees and managers properly record on time and attendance forms overtime hours worked, and shall process the forms so that the employee(s) may be paid as soon as practicable after the pay period following the one in which the work was performed.

Section E:

Work schedules for employees assigned to shifts, showing the employee's workdays, and hours, shall be posted on appropriate bulletin boards.

Section F:

Management will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to lunch and at the end of the work day.

Section G:

Employees are required to report to work on time and be ready to begin working at the start of their tour of duty.

Section H:

Employees may be assigned to work flexible/alternative work schedules to the extent practicable and feasible and as approved by management within a particular Agency. Appropriate adjustments in affected leave and compensation items (e.g. overtime, premium pay, compensatory leave etc.) shall be made consistent with the terms of the Compensation Units 1 and 2 Agreement. The Union may request impact and effects bargaining when alternative/flexible schedule programs are established.

Section I:

Management will ensure that employees receive a lunch break. Management will provide two fifteen (15) minute breaks on each shift, one for each two (2) hour period worked. The same principle shall apply for overtime worked beyond a regular shift except that the employee need work one (1) or more hours to qualify for a fifteen (15) minute overtime rest period. Following the first two (2) hours of overtime work, the employee shall be given a fifteen (15) minute rest period for every two (2) hours or major portion thereof worked.

ARTICLE 23 USE OF PRIVATE VEHICLES

Consistent with the Compensation Units 1 and 2 Agreement, while management may request an employee to use his/her personal vehicle, after January 1, 2002, no employee shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

ARTICLE 24 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:

The Department shall conduct checks for the physical presence and/or validity of a motor vehicle operator's license 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 as outlined in Chapter 16 of the District Personnel Manual.

ARTICLE 25 JOB DESCRIPTION

Section A:

The Employer shall make available to each new bargaining unit employee a copy of his/her written position description. Existing employees may receive a copy of their job

description upon request. The Union will be given the opportunity to review substantial changes in job descriptions prior to implementation.

Section B:

The clause "performs other related duties as assigned" shall be construed to mean the employees may be assigned to other related duties. Management recognizes that job assignments should be commensurate with job descriptions. The Union recognizes that at times Management must take exceptions to this policy. When such exceptions are necessary, the Employer will make every effort to assign employees whose normal tour of duties and pay level are most nearly associated with those of the temporary assignment. Except in emergency situations, such assignments will be kept to a minimum, and an attempt will be made to meet those needs on a voluntary basis. The Employer further agrees to take into consideration when making such assignments the employee's ability to perform.

Section C:

1. An employee may request a review of his/her position classification. Such a request will be submitted orally to the appropriate supervisor who will then meet with the employee (and his/her personal representative, if any) to discuss the matter and the circumstances leading to the requested review. If the matter is not satisfactorily settled at this level, the employee may file a request for review through the appropriate servicing personnel classification unit.

2. Classification reviews and appeals from any requested review are to be processed in accordance with DCOP policies and regulations.

ARTICLE 26 TRAINING

Section A:

Consistent with employee development and affirmative action program guides, it is the Department's intention to provide training and career development opportunities for bargaining unit employees for the purpose of developing and maintaining their skills so that they may perform at their highest possible levels in their positions and advance in accordance with individual potential and abilities.

Section B:

1. The Department will offer to assist employees in implementing individual career development plans by providing easy access to information on training opportunities, publicizing current training programs, advising employees of requirements needed to enter training programs, assisting employees in applying for training opportunities, scheduling training and making resources available to cover approved expenses for training.

2. The Department shall distribute to all bargaining unit employees, a list of training programs offered by or through the Department.

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

Section C:

1. Consistent with the needs of the Agency, Management may grant administrative leave for education and training purposes if the education or experience to be acquired will be of value to the Employer and Employee.

2. Requests for training and educational opportunities shall be processed promptly.

3. A record of satisfactorily completed training courses may be filed by each employee in their Official Personnel File.

4. When an institution of higher learning provides for accreditation of on-the-job experience, upon the employee's request the Department may submit verification of such experience.

Section D:

The Parties recognize the importance of career development, training and upward mobility. Upon mutual agreement, the Parties may on a periodic basis perform the following functions:

1. Review existing policies and practices, with respect to training and recommend changes in existing programs;

2. Recommend the adoption of new training programs, policies and practices; and

3. Review and offer comments on programs proposed by the Department; and recommendations submitted to the Director by the Committee shall be given careful consideration and the Committee shall be informed within a reasonable period of time of the status of its recommendations.

ARTICLE 27 LIGHT DUTY

The Department agrees to provide light duty assignments for employees injured on the job to the extent that such light duty assignments are 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 impairment(s), the physical limitations, the type of assignments he/she is capable of performing and anticipated duration of impairment.

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

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

4. When light duty is not available the Administrator or his or her designee shall issue a letter to the employee and a copy to the Union representative within seven (7) days of the request that there is no light duty assignment available for the employee within the Department. The letter shall state the reason for the denial and inform the employee of his/her options to return to full duty or seek compensation or retirement from appropriate channels, or other assistance as may be available.

5. Light duty assignment shall not extend beyond the original documentation from the attending physician certifying that the employee's inability to perform his/her regularly scheduled duties. If additional time is required a request shall be submitted, in writing, from the employee's attending physician and Management will comply with the request to extend the light duty assignment. In the event that Management cannot comply with the provisions of this section, then the provisions of Section 4 shall apply.

ARTICLE 28 PERSONNEL FILES

Section A:

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the D.C. Office of Human Resources.

Section B:

Employees shall have the right to examine the contents of their Official Personnel Folder. Upon request, in accordance with regulations and procedures issued by the Office of Human Resources, an employee has the right to obtain copies of any official documents therein.

Section C:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of materials placed in his/her folder.

Section D:

Consistent with DCOP regulations, all documents regarding arrests, fingerprint records, and other confidential reports are kept in a confidential file apart from official personnel folders. No person shall have access to the confidential file without authorization from the Director of DCOP. Persons granted access must sign the appropriate DCOP access card.

Section E:

The access card signed by all those who have requested and been given access to the employee's file, as required by personnel regulations and procedures, shall be made available for review by the employee.

Section F:

Each employee shall have the right to present information immediately germane to any information contained in his/her official personnel file.

ARTICLE 29 DETAILS AND TEMPORARY PROMOTIONS

Section A: Details

1. Details or temporary promotions shall be made in accordance with the appropriate provisions of the District Personnel Manual and may be used to meet the temporary employment needs of Management's work programs, on the job training and emergencies occasioned by abnormal workload or unanticipated absence.

2. Consistent with D.C. Personnel Regulations, when an employee is detailed to a higher graded position for more than ninety (90) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the ninety-first (91st) day. The employee on detail shall at all times be considered the incumbent of his/her regular position.

3. For details in excess of thirty (30) days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee's official personnel file.

4. Details to meet temporary needs of Management's work programs will be made on a rotation basis among qualified employees.

5. For details in excess of ninety (90) days, the employee's performance in the position to which he/she has been detailed shall be evaluated (including a

rating) by the detail supervisor; the detail evaluation shall be included in the employee's official personnel file.

6. Details shall not be made as a means of retaliation or punishment.

Section B: Temporary Promotions

1. A career employee may be given a temporary promotion to meet a temporary need. Upon termination of the temporary promotion, the employee shall return to the same or to a comparable position from which the employee was temporarily promoted.

2. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.

3. A temporary promotion exceeding 120 days shall be made in accordance with merit promotion procedures.

ARTICLE 30 TOOLS

Section A:

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

Section B:

The Employer 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 the District of Columbia Government. Employees terminating their employment shall be required to return such tools prior to receiving their final paycheck.

ARTICLE 31 MERIT STAFFING

Section A:

Merit staffing and promotions procedures shall be implemented in accordance with the applicable provisions of the DPM as implemented in the DCOP Merit Staffing Plan and this Article. All positions within the bargaining unit shall be filled in accordance with the District's Merit Staffing Plan.

Section B:

When the area of consideration is limited to the Agency, vacancy announcements will normally be posted for a minimum of five (5) workdays prior to the expiration date. When the area of consideration is District government-wide or broader, announcements will be posted for at least ten (10) days. Vacancy announcements will be posted on official bulletin boards convenient to all work areas and other areas where the employer may reasonably expect to obtain applications. Such announcements shall provide a summary of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. The Union President or his/her designee will be provided copies of all vacancy announcements, including cancellations, corrections or amendments, when issued.

Section C:

When filling a position(s) within the Agency and the selecting official requests a ranking panel, the following practices and principles will follow:

1. Based upon established qualifications, applicants will be evaluated and a list of the "highly qualified" candidates (if so evaluated) will be referred to the selecting official and, in the absence of a "highly qualified" list, the "well qualified" list (if so evaluated) will be referred to the selecting official and in the absence of a "well qualified" list (if so evaluated) the "qualified" list may be referred to the selecting official.

2. Selection will be made without discrimination.

3. A selected candidate will be notified promptly and assigned to the position as soon as possible.

Section D:

When more than ten (10) qualified applicants are certified or at the request of the selecting official, the Agency will utilize a merit staffing panel when filling non-supervisory positions within the bargaining unit and the Union may have one (1) representative on the panel. The panel shall meet to review the candidates' applications and rank the candidates in accordance with the established criteria. The assessment criteria shall be developed by the D.C. Office of Human Resources in conjunction with the Department.

Section E:

The Employer agrees to notify the Union at least five (5) working days prior to convening of the rating panel. The Union agrees to furnish the name of the Union representative appointed to the panel. Such Union representatives must meet all of the conditional qualifications for panel membership as required by the D.C. Office of Human Resource's Merit Staffing Plan.

Section F:

When a position in the bargaining unit is filled, the selected employee will perform the full range of duties within 120 days. The supervisor will advise the employee of his/her level of performance during this period and provide assistance as necessary.

Section G:

No employee may grieve non-selection unless there has been a procedural violation of the Merit Staffing and Employment Plan, as cited in this Article. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedures.

Section H:

In accordance with the Merit Staffing Plan, an employee is entitled to request the following information from the Personnel Office concerning any position for which he/she has applied pursuant to specific Merit Staffing announcement:

1. Any record of performance or supervisory evaluation not submitted by the candidate, which was used in considering him or her for selection;

2. Whether he or she was found eligible on the basis of minimum qualifications;

3. His or her categorical ranking; and

4. The name of the individual selected.

Such requests must meet the criteria set forth in the Merit Staffing Plan.

Section I:

If one eligible applicant on the certificate for consideration is interviewed, then all such candidates will be interviewed.

Section J:

Employees demoted or separated as a result of a reduction in force shall be considered for special placement consideration consistent with DPM, Chapter 8, Section 842.

ARTICLE 32 CONTRACTING OUT

SECTION A:

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is a mutual concern to the Agency and the Union. The Agency agrees to notify the Union and bargain regarding the impact of such contracting out on employees covered by this Agreement at least twenty (20) days prior to the effective date of the final action. The Agency agrees to abide by appropriate District rules and regulations regarding contracting out.

SECTION B:

When there will be adverse impact to bargaining unit employees, the Employer shall notify the Union as soon as practicable prior to final action, except in emergencies or when there is an immediate unanticipated need, in which case the Agency shall notify the Union as soon as possible after it is aware of the need to contract out. The Union shall have full opportunity to make its recommendations known to the Employer. Upon request, the Agency shall negotiate concerning the implementation and effects of contracting out work previously performed by unit employees if this contracting out has an adverse impact on these employees.

SECTION C:

Consistent with applicable District laws, Management agrees to place employees who have been displayed by such action in other available positions, within the Department, for which they are qualified and able to perform.

ARTICLE 33 HOLIDAYS

Section A:

The District of Columbia Government observes the holidays prescribed by the D.C. Official Code §1-612.02 (2001 Edition). Accordingly, the parties will refer to D.C. Official Code §1-612.02 for a listing of holidays observed by the Employer.
The holidays are as follows:

1. New Year's Day;
2. Dr. Martin Luther King, Jr.'s Birthday, 3rd Monday in January each year;
3. President's Day;
4. Emancipation Day
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. Columbus Day;
9. Veteran's Day;

10. Thanksgiving Day;
11. Christmas Day;
12. Any other designated to be a legal holiday by the Mayor

Section B:

Except for environmental emergency operations or continuous or shift operations, any necessary work performed on a holiday will be performed by volunteers (unless there are insufficient volunteers to perform the work). Management reserves the right to require employees to do necessary work on holidays.

ARTICLE 34 REDUCTION IN FORCE

Section A:

The Department agrees to notify the Union of proposed reduction-in-force (RIF) actions that may adversely affect unit employees. The Department will consider the Union's views regarding minimizing the number of adversely affected bargaining unit employees.

Section B:

Following the guidelines contained in the District of Columbia Personnel Manual, the Department agrees to minimize the effect of a RIF on bargaining unit employees to the extent practicable. In the event of a RIF the procedures outlined in the laws and regulations of the District of Columbia will be utilized.

Section C:

The Department shall implement the provisions of the Compensation Agreement for Compensation Units 1 and 2 concerning reductions in force.

ARTICLE 35 REORGANIZATION/REALIGNMENT

Section A:

Prior to the Department's implementation of a reorganization/ realignment, the Department shall notify the Union.

Section B:

The Union, upon request, shall receive documents related to the reorganization that are relevant and necessary to the Union's performance of its role as exclusive collective bargaining representative.

ARTICLE 36 NO STRIKE OR LOCKOUT

Section A:

Under the provisions of D.C. Official Code § 1-617.05 (2001 Ed.), it is unlawful for any District government employee or labor organization to participate in, authorize or ratify a strike.

Section B:

The Union agrees that it has an affirmative duty to disavow any strike, unauthorized work stoppage or slowdown and to encourage employees to return to work, in accordance with the Comprehensive Merit Personnel Act, D.C. Official Code §§ 1-617.04 and 1-617.05.

Section C:

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

ARTICLE 37 CONSULTATION AND COUNSELING

Section A:

The parties recognize that alcoholism, drug abuse and emotional disorders are illnesses that can interfere with job performance. As such Management shall assist bargaining unit employees suffering from these illnesses to recover by referring them to the District's Employee Assistance Program (EAP).

Section B:

When a bargaining unit employee's excessive absenteeism or performance deficiencies are suspected to be or acknowledged by the employee as being a result of alcoholism, drug abuse or an emotional disorder, Management shall refer the employee, in writing, to the EAP counseling or treatment program.

Section C:

1. Employees accepting direct referral in appropriate circumstances may be provided reasonable time prior to adverse action being taken to improve work performance (consistent with applicable Agency or District-wide policy).

2. If the employee refuses to seek counseling or fails to timely seek counseling and/or there is no improvement or inadequate improvement in work performance and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action may be initiated as warranted.

Section D:

Management will post a notice on bulletin boards describing the consultation and counseling service.

Section E:

Management shall grant excused leave (i.e., annual leave, sick leave or leave without pay) to employees suffering from alcoholism, drug abuse or an emotional disorder for the time he/she actively participates in a counseling or treatment program. Such leave much be requested in advance and scheduled so as not to unduly interfere with the work of the Department.

Section F:

With respect to any programs or services attended by employees pursuant to this Article, no employee shall be required to sign a consent form(s) authorizing the release of information to any supervisor or to the Department except for information regarding an employee's attendance in the program. Notwithstanding the above, employees may be required to demonstrate fitness for duty prior to their return to duty.

Section G:

Nothing in this Article shall prevent employees from accessing the rights afforded employees consistent with the Family Medical Leave Act.

ARTICLE 38 GENERAL PROVISIONS

Section A: Receipt of Bi-Weekly Paychecks

1. Employees bi-weekly pay shall be transmitted to the employee's bank account or credit union account as soon as the payment is processed. When deposit to an employee's personal bank or credit union account is not an option available to an employee, paychecks shall be delivered via electronic bank transfer (EBT) payroll card. Upon implementation, each employee shall be provided an EBT payroll card immediately upon completion of any required application/registration documents, which shall be used by the employee to withdraw his/her bi-weekly pay from designated automatic teller machines (ATMs).

2. If, for any reason, an employee's bi-weekly pay 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.

3. If an employee's bi-weekly pay is delayed, the employee shall immediately notify his/her supervisor. The supervisor shall initiate efforts through the appropriate agency/District officers to obtain a supplemental payment.

Section B:

Management shall ensure that information regarding the Family Medical Leave Act is posted on agency bulletin boards.

ARTICLE 39 SAVINGS CLAUSE

Section A:

In the event any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or any other competent authority, such decision shall not invalidate the entire Agreement.

Section B:

Such decision shall apply only to the specified Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, either party may demand immediate negotiation for a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 40 DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement shall remain in full force and effect until September 30, 2010. The Agreement will become effective upon the Mayor's approval subject to the provisions of D.C. Official Code §1-617.15 (2001 ed.) and ratification by the Union. If disapproved because certain provisions are asserted to be contrary to applicable law or if not ratified by the Union, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section B:

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

Section C:

In the event that a state of civil emergency is declared by the Mayor, the provisions of this Agreement may be suspended by the Mayor during the time of emergency.

Section D:

This Agreement shall remain in effect until September 30, 2010, in accordance with Section A of this article, and will be automatically renewed for one (1) year thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement no later than one hundred and twenty (120) days prior to the date of expiration of this Agreement.

Section E:

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control provided, however, if the Employer desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees, the Employer shall provide the Union with advance notice and upon written request of the Union the parties shall promptly negotiate the impact of such change.

FOR THE DISTRICT OF COLUMBIA

10/15/07

Natasha Campbell, Esq.
Director, OLRCB

William Howland
Director, DPW

Lucinda Babers
Director, DMV

Emeka C. Moneme
Director, DDOT

Leon Swain
Commissioner
D.C. Taxicab Commission

Joyanna Smith
Labor Liaison, DPW

Odessa Nance
Labor Liaison, DMV

Nicole Mason
Labor Liaison, DDOT

FOR THE AMERICAN FEDERATION GOVERNMENT EMPLOYEES, LOCAL 1975

10/15/07

Clifford Lowery
President
AFGE, Local 1975

Thomas Bell Oct. 15, 2007

Thomas Bell
First Vice-President
AFGE, Local 1975

10/15/07

Sharon T. White
Secretary
AFGE, Local 1975

Reana Drummond-Jackson
Labor Liaison, DCTC

Anh-Tuan Truong
Program Manager, DDOT

Betty Winchester
Parking Enforcement, DPW

APPROVAL

This collective bargaining agreement between the District of Columbia Departments of Public Works, Transportation, Motor Vehicles and the Taxicab Commission and American Federation of Government Employees, Local 1975, dated 20 Nov 07, 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 20th day of November, 2007.

Adrian M. Fenty, Mayor