



2018 NOV 30 PM 2:03
OFFICE OF THE
SECRETARY

MURIEL BOWSER
MAYOR

NOV 30 2018

The Honorable Phil Mendelson, Chairman
Council of the District of Columbia
Committee of the Whole
1350 Pennsylvania Avenue, N.W.
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to forward to you, for your information and Council consideration, a Proposed Resolution to be cited as the "Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education Division of Student Transportation and American Federation of State, County and Municipal Employees, Local 1959, AFL-CIO Emergency Approval Resolution of 2018 and emergency declaration resolution of 2018." The negotiated Agreement establishes working conditions and governs compensation during Fiscal Years 2018 through 2020 for part-time Motor Vehicle Operators and part-time Bus Attendants employed by the Office of the State Superintendent of Education Division of Student Transportation, who are represented by AFSCME Local 1959.

Along with the resolution, I am providing the Council with a Statement of Legal Sufficiency prepared by the Office of the Attorney General as well as a Fiscal Impact Statement prepared by the Office of the Chief Financial Officer. During negotiations, the Office of Labor Relations and Collective Bargaining discussed all related costs with representatives of the Office of the City Administrator and the Office of Budget and Planning, and, by all indications, the costs of the contract have been included in the proposed budget for fiscal years 2018-2020.

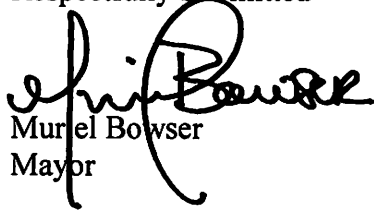
The provisions of the agreement governing working conditions are forwarded to the Council for its information in compliance with D.C. Official Code § 1-617.15(b) (2016 Repl.).

The provisions of the agreement governing compensation, which includes articles covering wages and health benefits, are submitted to the Council for review and approval, in compliance with D.C. Official Code § 1-617.17 (2016 Repl.).


Considering the important of this resolution, I respectfully request that the legislation be submitted to the Council on an emergency basis and be voted on during the Council's next Legislative Meeting.

I appreciate your attention to this important legislation that directly benefits these hard-working District of Columbia employees. Please contact me or Michael Levy, Interim Director, office of labor Relation and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Respectfully Submitted



Muriel Bowser
Mayor


Chairman Phil Mendelson
at the request of the Mayor

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7 A PROPOSED RESOLUTION
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11 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA
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16 To approve, on an emergency basis, the negotiated compensation collective bargaining
17 agreement submitted by the Mayor for certain employees represented by the American
18 Federation of State, County and Municipal Employees District Council 20, Local 1959.
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20 RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this
21 resolution may be cited as the “Compensation and Working Conditions Collective Bargaining
22 Agreement between the Office of the State Superintendent of Education, Division of
23 Transportation and the American Federation of State, County, and Municipal Employees District
24 Council 20, Local 1959, Emergency Approval Resolution of 2018”.

25 Sec. 2. (a) Pursuant to section 1717(j) of the District of Columbia Government
26 Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C.
27 Official Code § 1-617.17(j)), the Council approves the compensation and working conditions
28 agreement that applies to certain bargaining unit employees employed by the Office of the
29 Superintendent of Education, Division of Transportation and represented by the American
30 Federation of State, County, and Municipal Employees District Council 20, Local 1959
31 (“Agreement”), including Appendix A to the Agreement, which reflects the related pay
32 schedules, which Agreement was transmitted to the Council by the Mayor on -----.

33 Sec. 3. Transmittal.

34 **The Council shall transmit a copy of this resolution, upon its adoption, to the Mayor and**
35 **the American Federation of State, County, and Municipal Employees District Council 20, Local**
36 **1959.**

37 **Sec. 4. Fiscal impact statement.**

38 **The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal**
39 **impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act,**
40 **approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-206.02(c)(3)).**

41 **Sec. 5. Effective date.**

42 **This resolution shall take effect immediately.**

**COMPENSATION
AND
WORKING CONDITIONS
AGREEMENT
BETWEEN
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION
DIVISION OF STUDENT TRANSPORTATION
AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 20, LOCAL 1959,
AFL-CIO**

**Effective
October 1, 2017 - September 30, 2020**

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PREAMBLE

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

The purpose of this Agreement is:

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

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

ARTICLE I: RECOGNITION: COVERAGE

The Department recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, and working conditions for all employees in the bargaining unit certified by the Public Employee Relations Board in Certification No. 25 or as it may be amended.

ARTICLE II: DEFINITIONS

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

Section A:

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

Section B:

The term "Employee" shall mean all employees covered by this Agreement, except that probationary employees shall not be entitled to certain provisions of this Agreement where such entitlement would be contrary to the laws and regulations of the District of Columbia.

Section C:

The term "Probationary Employee" shall mean an employee in his, her, or their first twelve months of employment with the Employer.

Section D:

The term "Seniority" shall mean time served as an employee with OSSE (bargaining unit) or its predecessor.

Section E:

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

Section F:

The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations. "He" or "she" when used in this Agreement shall be interpreted as referring equally to men and women.

ARTICLE III: FAIR PRACTICES

Section A:

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

Section B:

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

Section C:

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

Section D:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion within the provisions spelled out in this Agreement.

ARTICLE IV: UNION DUES

Section A:

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

Section B:

The Employer agrees to honor all lawful authorizations for payroll deduction of payments to the union and to remit such payments promptly to AFSCME District Council 20 pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

Section C:

The parties agree that no employee may be forced to become or remain a member of the Union. Bargaining unit employees who do not wish to join the Union but who do wish to be represented by the Union in a grievance may be required to pay the reasonable cost of representation by the Union.

Section D:

It is the responsibility of the employee, the Local Union and District Council 20 to bring errors or changes in bargaining unit employee status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received by the Office of Pay and Retirement Services but in no case will changes be made more than twenty-four (24) calendar days after the start of the next pay period. The Union shall indemnify, defend, and hold the District harmless against any and all claims, demands and other forms of liability that may arise from the operation of this Article. In any case in which a judgement is entered against the District as a result of the deduction of dues, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE V: DISCIPLINE & ADVERSE ACTIONS

Section A:

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

Section B:

Disciplinary and adverse action measures may include the following:

1. Verbal Warning;
2. Written Warning;
3. Suspension; and
4. Discharge.

Section C:

Any disciplinary action or measure imposed upon an employee, if hand delivered or post marked (if mailed) shall be given within twenty (20) workdays of completion of the investigation of the matter upon which the proposed action is based. OSSE will notify the Union's president by e-mail of the commencement of an investigation.

Section D:

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

Section E:

The Employer shall not discharge an employee without cause. At the time the action is taken, the employee and the Union will be notified in writing that the employee is subject to discharge.

Section F:

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

Section G:

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

Section H:

An employee found to be unjustly discharged shall be reinstated in accordance with an Arbitrator's Award or order of the Office of Employee Appeals or court of competent jurisdiction.

Section I:

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

Section J:

Except as provided in Section I. of this Article, the Division of Student Transportation shall provide at least 10 days advance notice to the employee and the Union prior to implementing a corrective action and at least 15 days advance notice prior to implementing an adverse action. The notice shall include a statement of the proposed action and the reasons for the proposed action. Within five (5) days after receipt of the notice of the corrective action, and within ten (10) days after receipt of the notice of the adverse action, the employee has the right to reply in writing or in person to all charges and to furnish any statements in support of the employee's reply.

ARTICLE VI: GRIEVANCE & ARBITRATION PROCEDURES

Section A: Definition

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

Section B: Presentation of Grievances

1. A grievance may be presented by an employee, the Union, or the Employer.. Any grievance raised by the Union must identify the employee or group of employees on whose behalf it is being raised.

Any matter that is presented to the D.C. Office of Employee Appeals may not thereafter be raised as a grievance under this Agreement. In accordance with D.C. Code Sec. 1-616.52(f), any matter that is presented as a grievance under this Agreement may not thereafter be presented to the D.C. Office of Employee Appeals.

2. **Categories of Grievance:**

- a. **Personal Grievance:** A grievance of a personal nature requires signature of the aggrieved employee if the grievant is represented by the Union. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity pursuant to advance notification to be present and offer its view at any meeting held to adjust the grievance. A copy of any written settlement agreement reached between the parties or adjustment, decision or response made by the Employer must be sent to the Union upon request.

- b. **Group Grievance:** A grievance on behalf of a group of employees may be presented by the Union at the lowest step available where the grievance may be resolved. A group grievance must contain all information specified in Step 2 of the grievance procedure.
- c. **Class Grievance:** A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President or his or her designee directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 2 of the grievance procedure and the Director of Student Transportation or designee shall respond in writing within 20 working days of its receipt.

Section C: Procedure

This grievance procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Accordingly, a grievance shall be filed as follows:

Non-disciplinary grievances and grievances challenging written reprimands must be raised at Step 1. Such grievances shall be submitted within ten (10) working days of the occurrence of the event giving rise to the grievance.

Grievances challenging disciplinary suspensions or demotions may be initiated at Step 2 and submitted to the Associate Director of Bus Operations, but must be in writing and provide the detail required for a Step 2 "Grievance Statement." Grievances challenging disciplinary suspensions or demotions shall be submitted within ten (10) working days of the issuance of the Notice of Final Decision imposing the suspension or demotion.

Grievances challenging termination actions may be initiated at Step 3 and submitted to the Director of Student Transportation, but must be in writing and provide the detail required for a Step 2 "Grievance Statement." Grievances challenging terminations shall be submitted within ten (10) working days of the issuance of the Notice of Final Decision imposing termination.

STEP I

An employee and/or the Union shall initially present the grievance to the grievant's immediate supervisor. The grievance shall be in writing and shall identify the employee or group of employees on whose behalf it is being raised; the contract provision allegedly violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the alleged violation, and the remedy sought. If a grievance is presented on behalf of at least two (2) grievants who report to different immediate supervisors, the grievance may be presented at Step 1 to the immediate supervisor of any grievant. The

supervisor shall respond within five (5) working days after the grievance was presented. If the grievance is resolved at Step 1, the resolution shall be memorialized in writing.

STEP 2

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

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

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

Within seven (7) working days of receipt of the Step 2 grievance, the Associate Director of Bus Operations, Division of Student Transportation, or that official's designee, may, at his/her discretion, issue a written decision regarding the Step 2 grievance or meet and discuss the matter with the grievant and the Union. The Associate Director of Bus Operations, or his/her designee, shall render a written decision on the grievance within seven (7) working days after the Step 2 meeting. In the event that management declines to hold a Step 2 meeting, the employer's response shall be due no more than seven (7) working days from receipt of the grievance.

STEP 3

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

STEP 4

If the grievance is not resolved at the Step 3, within ten (10) working days from the receipt of the Step 3 decision, the Union must notify the Employer's Labor Liaison and the District of Columbia Office of Labor Relations and Collective Bargaining of its desire to arbitrate the grievance.

An employee may not appeal a grievance to arbitration.

Section D: Arbitrations

1. The rules of the Federal Mediation and Conciliation Services (29 CFR Part 1404) shall apply to arbitrations conducted pursuant to this Article.
2. Once an arbitrator is selected, the Parties shall propose dates to the arbitrator or notify the arbitrator to provide potential dates to hold the hearing. The notice to the arbitrator shall include a copy of the grievance article of this Agreement.
3. Grievance arbitration hearings shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be available only for the time necessary to present his, her, or their evidence. When hearings required under this provision are held during the work hours of the participants, they shall be excused with pay for this purpose. The parties shall exchange witness and document lists at least one (1) week before the hearing date.
4. Hearings shall be held in the Office of Labor Relations and Collective Bargaining's (OLRCB) Negotiation Center or another mutually agreeable location. If any additional costs are involved, they shall be borne equally by the parties.
5. The arbitrator shall hear and decide only one (1) grievance in each case, unless otherwise agreed by the parties.
6. All requests for information and documentation for a particular hearing shall be made to the other party at least ten (10) working days before the scheduled hearing.
7. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply.
8. The hearing shall not be open to the public, unless otherwise mutually agreed by the parties.
9. Witnesses shall be sequestered upon request of either party.

10. Either party has the right to have a verbatim stenographic record of the hearing made at the party's expense. The parties may share the expense of the record by mutual agreement. If the Union decides to share the cost of the stenographic record, it should notify the OLRCB no later than fourteen (14) calendar days prior to the date of the hearing.
11. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions within thirty (30) working days after the conclusion of the hearing, or within thirty (30) working days after the arbitrator receives the parties' briefs, if any, whichever is later.
12. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The arbitrator may not substitute his, her or their own business judgment for that of the Employer.

Section E: Time Limits

- a. No matter shall be entertained as a grievance unless raised within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the employee's knowledge of the occurrence of the event giving rise to the grievance.
- b. If the Employer does not respond within the time limit specified for each grievance step, the grievant may invoke the next step, treating the lack of response as a denial of the grievance at that step.
- c. Any unsettled grievance not advanced to the next step by the employee or the Union within the time limit specified in the step, shall be deemed abandoned.
- d. All time limits must be strictly observed unless the parties mutually agree to extend said time limits.
- e. The Employer and the Union and/or employee shall provide current and accurate information and documentation in response to all requests for information related to the preparation and presentation of grievances under this Agreement.
- f. All interim earnings will be deducted from any back pay award or settlement agreement in accordance with Section 1149 of the District Personnel Manual.

ARTICLE VII: BULLETIN BOARDS

Section A:

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

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

Section B:

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.

Section C:

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

Section D:

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

ARTICLE VIII: SAFETY AND HEALTH

Section A:

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

Section B:

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

Section C:

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

ARTICLE IX UNION STEWARDS

Section A:

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

Section B:

The Union shall appoint and the Division of Transportation shall recognize one (1) Steward per every eighty-five (85) bargaining unit members.

Section C:

A Steward shall be permitted to devote necessary time during the Steward's working hours, at the Steward's then current rate of pay, for processing grievances at the Steward's work site. Should it be necessary for a Steward to leave the Steward's work area, the Steward shall

request permission from the Steward's immediate supervisor, which shall not be unreasonably denied. The Steward shall report to the Steward's immediate supervisor upon resuming work. It is agreed that time spent in the processing of grievances shall be limited to a reasonable amount.

Section D:

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

Section E:

Requests by union officials for official time to perform representation functions (which does not include work on internal Union business) shall be made on the "Official Time Report" and such requests shall not be unreasonably denied. In the event that management does not grant a request to release a Steward from his or route in order to address a grievance, then management shall extend in writing any relevant deadline by a duration commensurate with the delay.



Union Representative: _____

Union / Position: _____

Date	Requested Time		Activity	Supervisor Approval
	From	To		

Representational Function of Official Time (Activity)

- 1 Attendance at board or other committee meetings
- 2 Attendance at meetings between the Agency and Union
- 3 Labor Negotiations
- 4 Disciplinary or adverse action meetings, if union is designated as employee representative
- 5 Attendance at an examination of an employee who reasonably believes s/he may be the subject of a disciplinary or adverse action and the employee has requested representation
- 6 Contacts between employee representatives and employees provided for in the negotiated grievance procedure;
- 7 Representation before the PERB, OEA, OHR, or other jurisdiction
- 8 Grievance meetings and arbitration hearings
- 9 Attendance at Agency recognized/sponsored activities to which the Union has been invited

ARTICLE X: UNION ACTIVITIES

Section A:

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

Section B:

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

Section C:

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

Section D:

New Employee Orientations - The Union shall have the opportunity to attend new employee orientation sessions conducted by the Agency.

ARTICLE XI: ADMINISTRATIVE CLOSING

Section A:

1. Employees designated as "Essential Employees" are those whose work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. "Essential Employees" must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as "Essential"

no further notice is required as long as the employee continues to occupy the position designated "Essential".

2. Employees designated "Emergency Employees" are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. "Emergency Employees" may be required to work when a situation or condition occurs and results in early dismissal for other employees, government closing or during other emergencies. Once an employee has been notified by his/her employing agency that his/her position is designated as "Emergency", the designation will remain in effect until the designation is terminated in writing.
3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, et seq.
4. As applicable, employees required to work when all other District Government employees are released as a result of an administrative closing shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

Section B

The determination as to whether the employee receives overtime or compensatory time will be at the employee's election which shall be made before the work is performed. When elected, employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

ARTICLE XII: WORK FORCE CHANGES

Section A: Involuntary

1. An employee who is involuntarily transferred shall be given at least ten (10) work days advance notice, except when exigent circumstances require a transfer to be made in less than ten (10) work days, in which case the notice shall be given as soon as possible. The notice of transfer shall contain the reason(s) therefore.
2. Involuntary transfers shall be made only after consultation and discussion with the employee involved. At the employee's request, there may be present at such discussion a representative of the Union.
3. Involuntary transfers shall be made in accordance with seniority. The least senior employee will be the first to be subject to an involuntary transfer.

Section B: Vacancies

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

Section C: Voluntary Transfer

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

If two employees wish to swap routes within the same yard or between yards, such reassignment shall be effectuated by mutual agreement among the employees and approved by management at the yard or yards. This provision applies only to assigned routes and does not apply to swing assignments.

Voluntary transfers effectuated under this article are not subject to the seniority provisions of the Agreement. Bargaining unit employees who may have more seniority cannot grieve a voluntary transfer effectuated under this article.

ARTICLE XIII: WORK SCHEDULING

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE XIV: NO STRIKES/NO LOCK-OUTS

Section A:

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

Section B:

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

Section C:

If the Union has authorized, sanctioned, caused or counseled its members or any of the employees in the bargaining unit to strike, to directly or indirectly commit any concerted acts of

work stoppage, slowdown, or mass absenteeism, or to refuse to faithfully and properly perform in whole or in part any customarily assigned duties for the Division of Student Transportation then the Union shall be liable to the Division of Student Transportation for damages.

Section D:

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

ARTICLE XV: MATTERS NOT COVERED

Section A:

The Employer and Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and submit proposals with respect to any subject or matter not prohibited by law from the area of collective bargaining, and that all of the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section B:

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

ARTICLE XVI: LEAVE

Section A: Annual Leave

1. Employees shall be eligible for paid annual leave after ninety (90) days of service with the District Government. All employees shall earn annual leave at the rate of:
 - a. Less than three (3) full-time-equivalent years of service: One (1) hour annual leave earned for every twenty (20) hours of work;
 - b. Three (3) years full-time-equivalent years of service but fewer than fifteen (15) full-time-equivalent years of service: One and one half (1 and 1/2) hours annual leave earned for every twenty (20) hours of work;

- c. Fifteen (15) or more full-time-equivalent years of service: Two (2) hours annual leave earned for every twenty (20) hours of work.
2. Requests for annual leave shall be submitted by the employee, on a form provided by the Employer, to the employee's immediate supervisor (Supervisory Terminal Management Specialist). The Supervisory Terminal Management Specialist shall approve or disapprove, pursuant to Section C. of this Article, prior to the date such leave is to begin.
3. The rate of annual leave pay shall be the employee's regular straight time rate of pay at the time the leave is earned.

Section B: Sick Leave

1. All employees shall earn sick leave at a rate of one (1) hour of sick leave for every twenty (20) hours of work.
2. Employees may use sick leave for any legal purpose set forth in the District of Columbia Sick and Safe Leave Act or other applicable local or federal law. Except in cases of emergency, an employee who is unable to report to work and who fails to notify the Employer prior to the start of his or her schedule may be subject to discipline.
3. If an emergency prevents the employee from making prior notification to the Employer of the need to use paid sick leave, the Employer shall be notified prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever occurs sooner.
4. The Employer may require that a request for the granting of paid leave for three (3) or more consecutive days be supported by a reasonable certification of the reason given by the employee for requesting the paid leave.

A reasonable certification may include:

- (a) A signed document from a health care provider affirming the illness of the employee or the employee's family member;
- (b) A police report indicating that the employee or the employee's family member was the victim of stalking, domestic violence, or sexual abuse;
- (c) A court order indicating that the employee or employee's family member was the victim of stalking, domestic violence, or sexual abuse;

(d) A signed written statement from a victim and witness advocate affirming that the employee or employee's family member is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse. The signed statement shall include only the name of the employee or employee's family member who is a victim and the date on which services were sought; or

(e) A signed written statement from a victim and witness advocate, or domestic violence counselor affirming the employee or employee's family member sought services to enhance the physical, psychological, economic health or safety of the employee or employee's family member.

If the Employer requires certification, the certification shall be provided upon the employee's return to work or within one business day thereafter.

Section C: Procedures for Using Sick Leave

1. Sick leave requests must be approved by an employee's Assistant Terminal Manager [immediate supervisor/platoon manager]. Requests for sick leave that are disapproved because the employee does not have sufficient leave will generally result in leave without pay (LWOP). Failure to follow this procedure to request sick leave may result in disciplinary action.
2. Advance Written Leave Requests: Requests for sick leave to cover scheduled appointments with doctors, dentists, opticians or other health care providers, or for other foreseeable absences, must be submitted and approved at least seven (7) days in advance of leave, except in cases of emergency. Leave requests for foreseeable absences that are submitted fewer than seven (7) days in advance or after the date(s) of the absence in question will be considered only if the employee can demonstrate that sufficient advance notice was not possible. Employees are generally expected to schedule appointments with health care providers outside of the employee's scheduled working hours. Leave request slips submitted before 9:00 a.m. will be returned either approved or denied by the end of the same day. Leave slips submitted after 9:00 a.m. will be returned either approved or denied the following day.
3. Call-in Requests for Unplanned and Unforeseeable Sick Leave: An employee with an unplanned and unanticipated need to take sick leave must call in a request for sick leave. The request must be made as soon as possible and preferably no later than two (2) hours prior to the start of the employee's tour of duty. The employee must call the work status line for the employee's respective work location:

New York Avenue Terminal Work Status Line — (202) 478-5980
Adams Place Terminal Work Status Line — (202) 478-5970
Southwest Terminal Work Status Line — (202) 719-6640
5th Street Terminal Work Status Line — (202) 478-5910

An employee who is granted such unplanned and unforeseeable sick leave will need to complete a written leave request slip when he or she returns to work.

4. Original copies of all required medical documentation must be provided. Photocopies will not be accepted.
5. Employees who are absent and on sick leave for extended periods of time may be required to provide the Department with periodic reports on their status and intent to return to work, with appropriate medical documentation.
6. Failure to produce the requested documentation or to provide proper notice as set forth in this Article may result in discipline and/or the denial of an employee's request for leave. Accrued sick leave cannot be used for vacation purposes.
7. **Suspected Abuse of Sick Leave:** A certification will be required for any sick leave request that includes the day immediately before or immediately after a District or Federal Holiday; that falls on a day when schools are closed but the employee is scheduled to work; or that includes a day for which the employee was previously denied annual leave.
8. **Leave Restriction:** Where management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee will be required to provide a doctor's certification for each absence that is claimed as sick leave. Such leave restriction shall remain in effect for 90 calendar days. If the employee has shown significant improvement in sick leave usage after 90 calendar days of leave restriction, the leave restriction will be lifted. If the employee's usage of sick leave has not improved, the employee may be subject to sick leave restriction for an additional period of 90 calendar days. Nothing in this section shall prevent the Employer from taking disciplinary action against an employee who is found to have abused the sick leave system. Supervisors who otherwise suspect fraudulent use of sick leave may also require the employee to provide appropriate medical documentation. Factors which may provide the Employer with good reason to believe the employee has abused the sick leave privilege include, but are not limited to:
 - a. The employee's failure to return for his p.m. assignment on payday or on the Monday following payday;

- b. An attempt to call in and take sick leave on the date of a medical appointment;
- c. An attempt to take sick leave without providing notice and securing approval as appropriate;
- d. An attempt to take sick leave immediately following a vacation day or weekend;
- e. Repeated absences from duty without permission and without reasonable cause;
- f. Excessive tardiness;
- g. Any unexcused leave without pay (LWOP);
- h. Excessive Absenteeism.

Section D: Sick Leave Incentive Program

1. In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time off in accordance with the following:
 - a. Any bargaining unit member/employee who is in a pay status for the leave year shall accrue annually:
 - i. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
 - ii. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
 - iii. One (1) day off for utilizing a total of more than four (4) but not more than five (5) days of accrued sick leave.
2. Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this article. Sick leave for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave when calculating eligibility for sick leave incentive leave under this article.

3. Time off pursuant to a sick leave incentive award shall be selected by the employee and required at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Request for time off shall be made on the standard "Application for Leave" form.
4. All incentive days must be used in full work day increments following the leave year in which they were earned. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

Section E: Leave Without Pay

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

Section F: Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may, upon reasonable notice to the Director of Student Transportation, be granted a leave of absence without pay not to exceed a period of one (1) year.

Section G: Education

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

Section H: Family Medical Leave Act

The Employer shall comply with and provide benefits to the bargaining unit employees as provided in the D.C. and federal Family Medical Leave Act, or as subsequently amended.

Section I: Jury Duty

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

Section J: Voting Time

Employees eligible to vote may be granted a leave, without loss of pay, for the purpose of voting in any election or referendum on a civic matter in his or her community. Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit the employee to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section K: Civic Duty

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

Section L: Holidays Recognized And Observed

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Emancipation Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

Section M: Holiday Pay

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

Section N: Armed Forces

Employees serving as members or reserve members of the armed forces or the National Guard shall be entitled to leave as set forth in Sections 1-612.03(m), (m-1), (m-2), and (m-3) of the D.C. Code.

Section O: Military Funeral Leave

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

Section P: Leave To Attend Conferences

- I. At the discretion of the Director of Student Transportation, up to three (3) days of paid administrative leave per year, to attend conferences, workshops,

conventions, and seminars, which are beneficial to the Employer, may be granted subject to continuity of operations. Requests for such leave shall be made fifteen (15) working days in advance of the aforementioned functions. If the request is denied, the employee shall be informed in writing of the reason(s) for the denial.

2. Employees who are elected to represent the Union as voting delegates at the bi-annual convention shall be granted annual leave to attend in their official capacity.

Section Q: Bereavement

1. Three (3) days leave will be granted without loss of benefits and pay for the death of immediate relative. For the purpose of this section "immediate relative" means an individual who is related to an employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt, uncle, grandparent, grandchild, or similar familial relationship; an individual for whom an employee covered by this chapter is the legal guardian; or fiancé, fiancée, or domestic partner of an employee (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code §32-701 (2001 edition,) and related laws).
2. For purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or death certificate upon the Employer's request.

Section R: Absence Without Leave (AWOL)

1. "Absence without leave" (AWOL) includes:
 - a. Absence, regardless of notice, where leave is ultimately not approved; and/or
 - b. Failure to report for work without notification ("No Call-No Show").
2. The Division will consider a "No Call-No Show" to be a voluntary resignation and will act in accordance with this belief based on this irresponsible act by the employee. Moreover, any situation in which leave is ultimately denied and the employee is considered AWOL may warrant immediate removal.

Section S: Personal Leave

One (1) day personal leave will be granted per year after completion of the probationary period. The day will be selected by mutual agreement, and must be requested and approved in

advance, with due consideration given to workload requirements. The personal leave day will not be cumulative from year to year; it must be used in the year it is granted.

ARTICLE XVII: COMPENSATION

Section A:

1. Fiscal Year 2018:

Effective the first day of the first full pay period beginning on or after October 1, 2017, the FY 2018 salary schedules of Motor Vehicle Operators employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 3.0%.

Effective the first full day of the first full pay period beginning on or after October 1, 2017, the FY 2018 salary schedules of Attendants employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 3.0%.

2. Fiscal Year 2019:

Effective the first day of the first full pay period beginning on or after October 1, 2018, the FY 2019 salary schedules of Motor Vehicle Operators employed in the bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 2.0%.

Effective the first day of the first full pay period beginning on or after October 1, 2018, the FY 2019 salary schedules of Attendants employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 2.0%..

3. Fiscal Year 2020:

Effective the first day of the first full pay period beginning on or after October 1, 2019, the FY 2020 salary schedules of Motor Vehicle Operators employed in the bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 3.0%.

4. Classification And Compensation Reform Adjustments

For Motor Vehicle Operators, based on the Compensation and Classification Reform review, it was determined that compensation for the Motor Vehicle Operators at the OSSE DOT is inconsistent with other Motor Vehicle Operators across the District.

Also, the OSSE Motor Vehicle Operators in this bargaining unit are required to possess more certifications/endorsements than other Motor Vehicle Operators in the District, such as passenger and school bus endorsements, first aid and CPR certification, and Child and Youth, Safety and Health Omnibus Act requirements. As a result, these Motor Vehicle Operators will be entitled to receive additional pay adjustments in FY 2018, FY 2019, and FY 2020, which are incorporated into the pay scales attached hereto as Appendix A.

For Attendants, based on the Compensation and Classification Reform review, it was determined that there were internal inequities with the compensation for these OSSE Attendants and higher compensation for counterparts in similar roles in the District. As a result, effective the first day of the first full pay period beginning on or after October 1, 2019, the FY 2020 salary schedules of Attendants employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted to match the pay scale negotiated for Compensation Units 1 and 2 for FY 2020.

A copy of the applicable pay scales for all members of the bargaining unit for each year covered by this contract, incorporating both the percentage increases and the classification and compensation reform adjustments, is attached hereto as Appendix A.

Section B:

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

Section C:

Employees permanently assigned to Fifth Street and trained for those duties shall receive a flat rate premium of \$1.00 per hour (depending on the step and grade) in addition to their regular rate of pay.

Section D: Safe Driving (Drivers Only)

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

Section E: Attendance

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

Section F: On-Time Arrival Bonus

Employees will receive an incentive if their on-time arrival rate in a quarter is 94% or above (\$200 per qualifying quarter). The employee must meet the requirements for the attendance incentive to qualify for this incentive.

Section G: Program Timeframe

Quarters will be measured in three month increments:

Quarter 1: October, November, December

Quarter 2: January, February, March

Quarter 3: April, May, June

Quarter 4: July, August, September, if applicable

Section H: Systems of Record

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

Section I: Holiday Pay

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

ARTICLE XVIII: CONTRACTING OUT

In the event the Division of Student Transportation intends to contract out work normally performed by employees covered by this Agreement, it shall do so in compliance with D.C. Official Code § 2-352.05 and all other applicable laws.

ARTICLE XIX: OFFICIAL 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 (DCHR) in accordance with DCHR policies and procedures.

Section B:

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

Section C:

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

Section D:

An employee shall be permitted to reproduce or copy any material in the employee's official personnel file.

Section E:

An employee shall be notified of any confidential material which is placed in the employee's official personnel file.

Section F:

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

ARTICLE XX: DRUG FREE WORK ENVIRONMENT

The parties agree to follow procedures as required by the Federal Government related to drug testing for commercial drivers and attendants. As the government agency responsible for transporting students to and from school, it is incumbent upon the parties to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances

or alcohol, not authorized by a physician, continues to be prohibited either on school premises, at school related activities, on school property, or during off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. In addition, the Employer and the Union recognize that off-the-job use may signal a risk of use on the job.

ARTICLE XXI: DISCRIMINATION

Section A:

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

Section B:

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

Section C:

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

ARTICLE XXII: SENIORITY

Section A:

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

Section B:

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

Section C: Loss of seniority

An employee shall lose bargaining unit seniority upon a break in service.

Section D:

Paragraph C of this Article will be interpreted consistent with law.

Section E:

When bidding on routes at the beginning of the school year, employees' seniority shall be the deciding factor applied in the distribution of routes/runs.

ARTICLE XXIII: OVERTIME

Section A:

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

Section B:

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

ARTICLE XXIV: CONFORMITY TO LAW - SAVINGS CLAUSE

Section A:

If any provision of this agreement is at any time contrary to law, then such provision shall not be applicable or performed or enforced, and substitute language, if any, shall be negotiated through appropriate consultation between the parties.

Section B:

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

ARTICLE XXV: COPIES OF THIS AGREEMENT

The Parties agree that copies of this Agreement shall be available at each terminal location and in PDF format on the Employer's website.

ARTICLE XXVI: OPTICAL AND DENTAL BENEFITS

Section A:

1. **Optical Plan:** Effective the first pay period beginning after final approval of this Agreement, and for the remainder of the period that this Agreement remains in effect, the Employer agrees to provide the following amount for an optical insurance plan to be contracted for by the Union:

2018-2020: \$11.00 dollars bi-weekly per participating employee as the premium for self and family coverage.

2. **Dental Plan:** Effective the first pay period beginning after final approval of this agreement, and for the remainder of the period that this Agreement remains in effect, the Employer agrees to provide the following amount for a dental insurance plan to be contracted for by the Union:

2018-2020: \$13.00 dollars bi-weekly per month for single coverage, \$18.00 bi-weekly for self+family, per participating employee, in an approved dental plan.

3. The Employer shall be held harmless for any liability based on the implementation and administration of the plans.

4. The benefit providers shall be responsible for program administration and shall bear all administrative costs.

5. The Employer shall not make dual premium payments for employees who are married and are both in the bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit providers.

6. The plan shall be contracted for by the labor organization, subject to a competitive bidding process where bidders are evaluated and selected by the Union. The Union agrees to expand the scope of the competitive bidding process to include the entire Metropolitan area. The Union agrees to document all activities in procuring plan contracts, and shall disclose such documentation upon request by the Employer.

7. The plan providers shall be required to respond to reasonable requests for information submitted by the Union and/or the Employer. The Union and the Employer shall have the right to audit all financial records and any records which relate to the expenditure of the employer-paid premiums or procurement of the plan provider contracts. The Employer shall be permitted to recover any premiums that were improperly paid, or that were paid for employees who were ineligible to receive benefits.

ARTICLE XXVII: PRE-PAID LEGAL PLAN

Section A:

The Employer shall make a monthly contribution of twelve dollars and fifty cents (\$12.50) in FY 2018 for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make a monthly contribution of fifteen dollars (\$15.00) in FY 2019 for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make a monthly contribution of seventeen dollars and fifty cents (\$17.50) in FY 2020 for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program.

Section B:

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

Section C:

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

Section D:

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

ARTICLE XXVIII: METRO PASS

Beginning the first full pay period after October 1, 2017, the Employer shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifty dollars (\$50.00) per month for employees who purchase and use such passes to commute to and from work. The Metro Transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia.

ARTICLE XXIX: DISABILITY COMPENSATION BENEFITS

Disability compensation will be administered in accordance with Section 1-623.2 of the D.C. Code.

ARTICLE XXX: VIOLENCE IN THE WORKPLACE

Section A:

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

Section B:

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

ARTICLE XXXI: PROBATIONARY EMPLOYEES

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

ARTICLE XXXII: UNIFORMS

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE XXXIII: LABOR-MANAGEMENT PARTNERSHIP

The Union and the Employer enter into this Partnership Agreement in order to work jointly for the continuous improvement of the transportation services, student achievement, working conditions, job performance, organizational effectiveness, and operations efficiency. Both parties to this Agreement recognize the importance of communication between themselves. To this end, the Parties agree to establish a Labor Management Partnership Committee to facilitate a cooperative approach to identifying issues of mutual interests, shared goals, and common visions.

Section A:

The parties will work to improve the relationship between the Union and the Employer to explore and develop work effectiveness. The parties agree to participate in joint training in problem-solving, conflict resolution techniques, consensus building, interpersonal communication, and other related skills necessary to develop cooperative labor-management relations. The parties agree to contact the Federal Mediation and Conciliation Service ("FMCS" annually to request such training.

Section B:

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

Section G:

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

Section H:

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

ARTICLE XXXIV: LOCKERS

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

ARTICLE XXXV: DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

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

ARTICLE XXXVI: RUN/BID COMMITTEE

Section A:

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

Section B:

The Committee shall discuss:

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

Section C:

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

ARTICLE XXXVII: DRIVER/ATTENDANT RECOGNITION PROGRAM

The parties agree that the administration of the Driver/Attendant Recognition Program is a proper subject for discussion at a Labor Management Partnership Committee meeting. However, OSSE shall be responsible for determining the qualifications, categories, and number of employees selected for employee recognition in the Program.

ARTICLE XXXVIII: U.S. DEPARTMENT OF TRANSPORTATION PHYSICALS

At least three months before the expiration of their Department of Transportation (DOT) physical card, an employee on the inactive status shall, in writing (including email), notify the Employer of the impending expiration and request that the Employer schedule the physical examination required for renewal of the DOT physical card. The Employer agrees to continue its practice of notifying active employees 45 days prior to the expiration of their DOT physical card in order to coordinate scheduling of the necessary physical examination. Notwithstanding the foregoing, it remains the employee's responsibility to maintain a current DOT physical card.

ARTICLE XXXIX: DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement is effective as of the date of District of Columbia City Council approval. If certain provisions are found to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate legally-constituted replacement article(s) for the offensive provision(s). The Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

Section B:

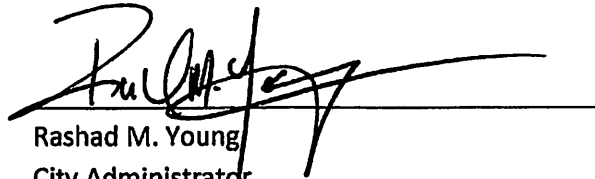
The parties acknowledge that this agreement represents the result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

Section C:

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

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 24th day of October, 2018.

For the District of Columbia Government

A handwritten signature in black ink, appearing to read "Rashad M. Young", is written over a solid horizontal line. The signature is stylized and cursive.


Rashad M. Young
City Administrator
Office of the City Administrator

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 24th day of October, 2018.

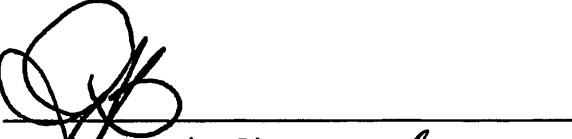
For the Office of the State Superintendent of Education



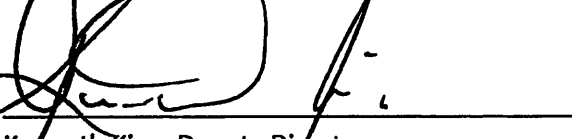
Hansoul Kang, State Superintendent
Office of the State Superintendent of Education



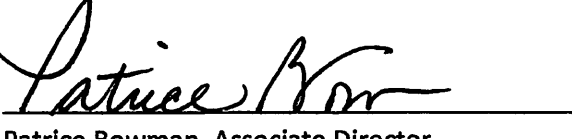
Michael D. Levy, Interim Director
Office of Labor Relations and Collective Bargaining



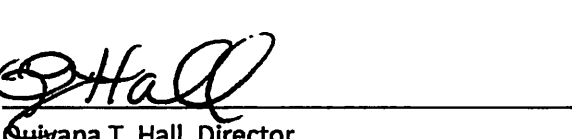
Gretchen Brumley, Director
Division of Student Transportation, OSSE




Kenneth King, Deputy Director
Division of Student Transportation, OSSE



Patrice Bowman, Associate Director
Terminal Operations, OSSE

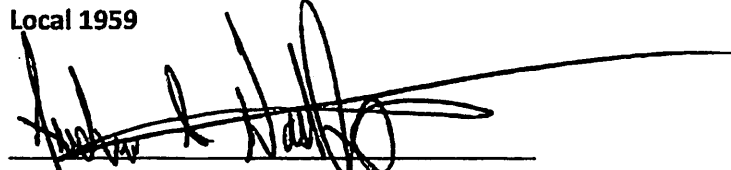


Quiyana T. Hall, Director
Human Relations and Labor Relations, OSSE




Kevin M. Stokes, Assistant General Counsel
OSSE

For the American Federation of State, County, and Municipal Employees, District Council 20, Local 1959



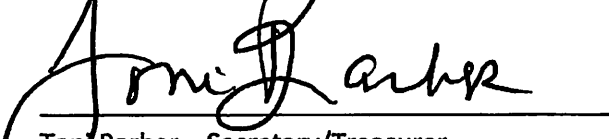
Andrew Washington, Executive Director
American Federation of State, County and Municipal Employees, Council 20



Corey Upchurch, President
AFSCME Local 1959



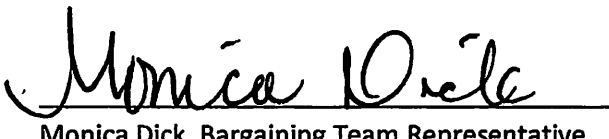
Tesfu Teckle, Vice President
AFSCME Local 1959



Tony Barber – Secretary/Treasurer
AFSCME Local 1959



Latonya Graham, Recording Secretary
AFSCME Local 1959



Monica Dick, Bargaining Team Representative
AFSCME Local 1959

APPROVAL

This collective bargaining agreement between the District of Columbia Government, Division of Student Transportation, Office of the State Superintendent of Education and American Federation of State, County and Municipal Employees, Local 1959, dated _____, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this ____ day of _____, 2018.

Muriel Bowser
Mayor

APPENDIX A—WAGE SCHEDULE

Fiscal Year 2018

Effective Date: October 1, 2017

Part-time Bus Attendant: Grade 3

Part-time Motor Vehicle Operator: Grade 7

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$14.63	\$14.98	\$15.57	\$16.17	\$16.77	\$17.37	\$17.97	\$18.57	\$19.17	\$19.76
Grade 7	\$19.27	\$20.09	\$20.88	\$21.70	\$22.48	\$23.30	\$24.11	\$24.91	\$25.70	\$26.51

5TH STREET LOCATION

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$15.63	\$15.98	\$16.57	\$17.17	\$17.77	\$18.37	\$18.97	\$19.57	\$20.17	\$20.76
Grade 7	\$20.27	\$21.09	\$21.88	\$22.70	\$23.48	\$24.30	\$25.11	\$25.91	\$26.70	\$27.51

Fiscal Year 2019

Effective Date: October 1, 2018

Part-time Bus Attendant: Grade 3

Part-time Motor Vehicle Operator: Grade 7

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$14.92	\$15.28	\$15.88	\$16.49	\$17.11	\$17.72	\$18.33	\$18.94	\$19.55	\$20.16
Grade 7	\$20.62	\$21.50	\$22.34	\$23.22	\$24.05	\$24.93	\$25.80	\$26.65	\$27.50	\$28.37

5TH STREET LOCATION

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$15.92	\$16.28	\$16.88	\$17.49	\$18.11	\$18.72	\$19.33	\$19.94	\$20.55	\$21.16
Grade 7	\$21.62	\$22.50	\$23.34	\$24.22	\$25.05	\$25.93	\$26.80	\$27.65	\$28.50	\$29.37

Fiscal Year 2020

Effective Date: October 1, 2019

Part-time Bus Attendant: Grade 3

Part-time Motor Vehicle Operator: Grade 7

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$18.28	\$18.89	\$19.50	\$20.11	\$20.72	\$21.33	\$21.94	\$22.55	\$23.16	\$23.77
Grade 7	\$22.48	\$23.44	\$24.35	\$25.31	\$26.21	\$27.17	\$28.12	\$29.05	\$29.98	\$30.92

5TH STREET LOCATION

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$19.28	\$19.89	\$20.50	\$21.11	\$21.72	\$22.33	\$22.94	\$23.55	\$24.16	\$24.77
Grade 7	\$23.48	\$24.44	\$25.35	\$26.31	\$27.21	\$28.17	\$29.12	\$30.05	\$30.98	\$31.92

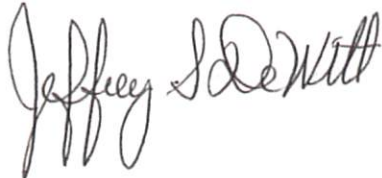
Government of the District of Columbia
Office of the Chief Financial Officer



Jeffrey S. DeWitt
Chief Financial Officer

MEMORANDUM

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

FROM: Jeffrey S. DeWitt
Chief Financial Officer 

DATE: November 21, 2018

SUBJECT: Fiscal Impact Statement – Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Transportation and American Federation of State, County and Municipal Employees District Council 20, Local 1959, AFL-CIO Emergency Approval Resolution of 2018

REFERENCE: Draft Resolution sent to the Office of Revenue Analysis on November 16, 2018

Conclusion

Funds are sufficient in fiscal year 2019 budget and fiscal year 2019 through fiscal year 2022 budget and financial plan to implement the resolution. The resolution will cost about \$7.1 million in fiscal year 2019 (including retroactive pay increases) and a total of \$45.1 million over the financial plan. Funds are available in the workforce investments agency to pay these costs.

Background

The resolution approves a compensation and working conditions agreement between the Office of the State Superintendent of Education (OSSE) and American Federation of State, County and Municipal Employees District Council 20, Local 1959, which will affect 1,198 positions in OSSE's Division of Student Transportation. Affected positions include bus attendants and motor vehicle operators.

The agreement will be in effect from October 1, 2017, through September 30, 2020, and replaces an agreement that was in effect from October 1, 2013 through September 30, 2017.

The new agreement includes the following items:

- **Salary increases** which vary by position. Motor-vehicle operators (except those working at the 5th Street location) will receive increases of 5 percent for fiscal year 2018 (to be paid

The Honorable Phil Mendelson

FIS: "Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Transportation and American Federation of State, County and Municipal Employees District Council 20, Local 1959, AFL-CIO Emergency Approval Resolution of 2018," Draft Resolution sent to the Office of Revenue Analysis on November 16, 2018

retroactively); 7 percent in fiscal year 2019 (retroactive to October 1, 2018); and 9 percent in fiscal year 2020. Bus attendants (except those working at the 5th Street Location) will receive increases of 3% for fiscal year 2018 (to be paid retroactively) and 2% in fiscal year 2019 (retroactive to October 1, 2018). In fiscal year 2020, those bus attendants will be paid based on the salary schedule negotiated for Compensation Units 1 and 2, which equates to a salary increase of 17.9% - 23.6% (depending on step level). Motor vehicle operators and bus attendants at the 5th Street Location will continue to receive an hourly \$1.00 premium over the other operators/bus attendants.

- **Pre-paid legal aid:** The District will increase its monthly contributions, from the current \$5/month, for each bargaining unit employee: \$15.00 in fiscal year 2019 and \$17.50 in fiscal year 2020.
- **Transit benefits:** The District will increase its monthly contributions for Metro passes from \$25 per month to \$50 per month.

Financial Plan Impact

Funds are sufficient in fiscal year 2019 budget and fiscal year 2019 through fiscal year 2022 financial plan to implement the resolution. The resolution will cost about \$7.1 million in fiscal year 2019, and a total of \$45.1 million over the financial plan. Funds are available in the workforce investments agency to pay these costs.

The salary increases will affect 622 bus attendants with an average base salary of about \$31,700 and 576 motor vehicle operators with an average base salary of \$43,100. After fringe benefits and overtime pay are included, the cost of the salary increases will total \$6.6 million in fiscal year 2019 (including the costs of retroactive pay increases), and that amount will grow to \$14.9 million in fiscal year 2022. These cost estimates include an assumed increase of 1.75 percent in each of fiscal year 2021 and 2022, which is in line with the District's financial plan forecast for personnel expenses.

The increased cost of the agreement's legal and Metro transit benefits will be around \$500,000 in fiscal year 2019, and \$539,000 in fiscal year 2020 and beyond.

There is already a 1.75 percent cost increase incorporated into personnel costs in the financial plan; this amount is used toward the costs of the agreement. Funds are available in the workforce investments agency to pay for the remainder.

The Honorable Phil Mendelson

FIS: "Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Transportation and American Federation of State, County and Municipal Employees District Council 20, Local 1959, AFL-CIO Emergency Approval Resolution of 2018," Draft Resolution sent to the Office of Revenue Analysis on November 16, 2018

Projected Cost of the Compensation and Working Conditions Agreement between OSSE and AFSCME Local 1959 (\$ in 000s)					
	FY 2019	FY 2020	FY 2021	FY 2022	Total
Cost of salary increase ^(a)	\$6,609	\$12,511	\$13,689	\$14,887	\$47,696
Cost of pre-paid legal and Metro benefits ^(b)	\$503	\$539	\$539	\$539	\$2,120
Total cost	\$7,112	\$13,050	\$14,228	\$15,426	\$49,816
Funding available in the financial plan ^(c)	(\$0)	(\$777)	(\$1,568)	(\$2,373)	(\$4,719)
Cost to be covered by Workforce Investments	\$7,112	\$12,273	\$12,660	\$13,053	\$45,097

Table notes:

(a) Cost of salary increase includes fringe benefits and other costs that increase with salary, such as Medicare payroll tax. Cost of FY21 and FY22 salary increases assumes a 1.75% increase each year.

(b) The District will contribute per employee for a prepaid legal plan an extra \$10 per month in FY19 and \$12.50 per month in FY20 and it will increase Metro benefits by \$25 per month.

(c) Increases of 1.75 percent built into the financial plan costs for the agency are used toward the cost of the agreement.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



ATTORNEY GENERAL
KARL A. RACINE

Personnel, Labor and Employment
Division

MEMORANDUM

TO: Michael D. Levy, Inter Director
Office of Labor Relations and Collective Bargaining

FROM: Frank Mc Dougald *FMD*
Assistant Attorney General

DATE: November 13, 2018

SUBJECT: Legal Sufficiency Review of the Compensation and Working Conditions Collective Bargaining Agreement Between the District of Columbia Government Office of the State Superintendent of Education, Division of Student Transportation and American Federation of State, County, and Municipal Employees, District Council 20, Local 1959, AFL-CIO

You have requested a legal sufficiency review of the **Compensation and Working Conditions Collective Bargaining Agreement Between the District of Columbia Government Office of the State Superintendent of Education, Division of Student Transportation and American Federation of State, County, and Municipal Employees, District Council 20, Local 1959, AFL-CIO (CBA)**. The CBA represents the terms agreed upon by the parties regarding compensation and working conditions and is effective through September 30, 2020.

The CBA has been reviewed and found to be legally sufficient. Therefore, it is recommended that the CBA should be approved by the Mayor. If there are any questions regarding this matter, please contact me at 202-724-7309.

**COMPENSATION
AND
WORKING CONDITIONS
AGREEMENT
BETWEEN
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION
DIVISION OF STUDENT TRANSPORTATION
AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 20, LOCAL 1959,
AFL-CIO**

**Effective
October 1, 2017 - September 30, 2020**

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PREAMBLE

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

The purpose of this Agreement is:

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

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

ARTICLE I: RECOGNITION: COVERAGE

The Department recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, and working conditions for all employees in the bargaining unit certified by the Public Employee Relations Board in Certification No. 25 or as it may be amended.

ARTICLE II: DEFINITIONS

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

Section A:

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

Section B:

The term "Employee" shall mean all employees covered by this Agreement, except that probationary employees shall not be entitled to certain provisions of this Agreement where such entitlement would be contrary to the laws and regulations of the District of Columbia.

Section C:

The term "Probationary Employee" shall mean an employee in his, her, or their first twelve months of employment with the Employer.

Section D:

The term "Seniority" shall mean time served as an employee with OSSE (bargaining unit) or its predecessor.

Section E:

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

Section F:

The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations. "He" or "she" when used in this Agreement shall be interpreted as referring equally to men and women.

ARTICLE III: FAIR PRACTICES

Section A:

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

Section B:

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

Section C:

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

Section D:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion within the provisions spelled out in this Agreement.

ARTICLE IV: UNION DUES

Section A:

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

Section B:

The Employer agrees to honor all lawful authorizations for payroll deduction of payments to the union and to remit such payments promptly to AFSCME District Council 20 pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

Section C:

The parties agree that no employee may be forced to become or remain a member of the Union. Bargaining unit employees who do not wish to join the Union but who do wish to be represented by the Union in a grievance may be required to pay the reasonable cost of representation by the Union.

Section D:

It is the responsibility of the employee, the Local Union and District Council 20 to bring errors or changes in bargaining unit employee status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received by the Office of Pay and Retirement Services but in no case will changes be made more than twenty-four (24) calendar days after the start of the next pay period. The Union shall indemnify, defend, and hold the District harmless against any and all claims, demands and other forms of liability that may arise from the operation of this Article. In any case in which a judgement is entered against the District as a result of the deduction of dues, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE V: DISCIPLINE & ADVERSE ACTIONS

Section A:

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

Section B:

Disciplinary and adverse action measures may include the following:

1. Verbal Warning;
2. Written Warning;
3. Suspension; and
4. Discharge.

Section C:

Any disciplinary action or measure imposed upon an employee, if hand delivered or post marked (if mailed) shall be given within twenty (20) workdays of completion of the investigation of the matter upon which the proposed action is based. OSSE will notify the Union's president by e-mail of the commencement of an investigation.

Section D:

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

Section E:

The Employer shall not discharge an employee without cause. At the time the action is taken, the employee and the Union will be notified in writing that the employee is subject to discharge.

Section F:

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

Section G:

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

Section H:

An employee found to be unjustly discharged shall be reinstated in accordance with an Arbitrator's Award or order of the Office of Employee Appeals or court of competent jurisdiction.

Section I:

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

Section J:

Except as provided in Section I. of this Article, the Division of Student Transportation shall provide at least 10 days advance notice to the employee and the Union prior to implementing a corrective action and at least 15 days advance notice prior to implementing an adverse action. The notice shall include a statement of the proposed action and the reasons for the proposed action. Within five (5) days after receipt of the notice of the corrective action, and within ten (10) days after receipt of the notice of the adverse action, the employee has the right to reply in writing or in person to all charges and to furnish any statements in support of the employee's reply.

ARTICLE VI: GRIEVANCE & ARBITRATION PROCEDURES

Section A: Definition

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

Section B: Presentation of Grievances

1. A grievance may be presented by an employee, the Union, or the Employer.. Any grievance raised by the Union must identify the employee or group of employees on whose behalf it is being raised.

Any matter that is presented to the D.C. Office of Employee Appeals may not thereafter be raised as a grievance under this Agreement. In accordance with D.C. Code Sec. 1-616.52(f), any matter that is presented as a grievance under this Agreement may not thereafter be presented to the D.C. Office of Employee Appeals.

2. **Categories of Grievance:**

- a. Personal Grievance: A grievance of a personal nature requires signature of the aggrieved employee if the grievant is represented by the Union. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity pursuant to advance notification to be present and offer its view at any meeting held to adjust the grievance. A copy of any written settlement agreement reached between the parties or adjustment, decision or response made by the Employer must be sent to the Union upon request.

- b. **Group Grievance:** A grievance on behalf of a group of employees may be presented by the Union at the lowest step available where the grievance may be resolved. A group grievance must contain all information specified in Step 2 of the grievance procedure.
- c. **Class Grievance:** A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President or his or her designee directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 2 of the grievance procedure and the Director of Student Transportation or designee shall respond in writing within 20 working days of its receipt.

Section C: Procedure

This grievance procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Accordingly, a grievance shall be filed as follows:

Non-disciplinary grievances and grievances challenging written reprimands must be raised at Step 1. Such grievances shall be submitted within ten (10) working days of the occurrence of the event giving rise to the grievance.

Grievances challenging disciplinary suspensions or demotions may be initiated at Step 2 and submitted to the Associate Director of Bus Operations, but must be in writing and provide the detail required for a Step 2 "Grievance Statement." Grievances challenging disciplinary suspensions or demotions shall be submitted within ten (10) working days of the issuance of the Notice of Final Decision imposing the suspension or demotion.

Grievances challenging termination actions may be initiated at Step 3 and submitted to the Director of Student Transportation, but must be in writing and provide the detail required for a Step 2 "Grievance Statement." Grievances challenging terminations shall be submitted within ten (10) working days of the issuance of the Notice of Final Decision imposing termination.

STEP I

An employee and/or the Union shall initially present the grievance to the grievant's immediate supervisor. The grievance shall be in writing and shall identify the employee or group of employees on whose behalf it is being raised; the contract provision allegedly violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the alleged violation, and the remedy sought. If a grievance is presented on behalf of at least two (2) grievants who report to different immediate supervisors, the grievance may be presented at Step 1 to the immediate supervisor of any grievant. The

supervisor shall respond within five (5) working days after the grievance was presented. If the grievance is resolved at Step 1, the resolution shall be memorialized in writing.

STEP 2

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

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

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

Within seven (7) working days of receipt of the Step 2 grievance, the Associate Director of Bus Operations, Division of Student Transportation, or that official's designee, may, at his/her discretion, issue a written decision regarding the Step 2 grievance or meet and discuss the matter with the grievant and the Union. The Associate Director of Bus Operations, or his/her designee, shall render a written decision on the grievance within seven (7) working days after the Step 2 meeting. In the event that management declines to hold a Step 2 meeting, the employer's response shall be due no more than seven (7) working days from receipt of the grievance.

STEP 3

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

STEP 4

If the grievance is not resolved at the Step 3, within ten (10) working days from the receipt of the Step 3 decision, the Union must notify the Employer's Labor Liaison and the District of Columbia Office of Labor Relations and Collective Bargaining of its desire to arbitrate the grievance.

An employee may not appeal a grievance to arbitration.

Section D: Arbitrations

1. The rules of the Federal Mediation and Conciliation Services (29 CFR Part 1404) shall apply to arbitrations conducted pursuant to this Article.
2. Once an arbitrator is selected, the Parties shall propose dates to the arbitrator or notify the arbitrator to provide potential dates to hold the hearing. The notice to the arbitrator shall include a copy of the grievance article of this Agreement.
3. Grievance arbitration hearings shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be available only for the time necessary to present his, her, or their evidence. When hearings required under this provision are held during the work hours of the participants, they shall be excused with pay for this purpose. The parties shall exchange witness and document lists at least one (1) week before the hearing date.
4. Hearings shall be held in the Office of Labor Relations and Collective Bargaining's (OLRCB) Negotiation Center or another mutually agreeable location. If any additional costs are involved, they shall be borne equally by the parties.
5. The arbitrator shall hear and decide only one (1) grievance in each case, unless otherwise agreed by the parties.
6. All requests for information and documentation for a particular hearing shall be made to the other party at least ten (10) working days before the scheduled hearing.
7. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply.
8. The hearing shall not be open to the public, unless otherwise mutually agreed by the parties.
9. Witnesses shall be sequestered upon request of either party.

10. Either party has the right to have a verbatim stenographic record of the hearing made at the party's expense. The parties may share the expense of the record by mutual agreement. If the Union decides to share the cost of the stenographic record, it should notify the OLRCB no later than fourteen (14) calendar days prior to the date of the hearing.
11. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions within thirty (30) working days after the conclusion of the hearing, or within thirty (30) working days after the arbitrator receives the parties' briefs, if any, whichever is later.
12. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The arbitrator may not substitute his, her or their own business judgment for that of the Employer.

Section E: Time Limits

- a. No matter shall be entertained as a grievance unless raised within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the employee's knowledge of the occurrence of the event giving rise to the grievance.
- b. If the Employer does not respond within the time limit specified for each grievance step, the grievant may invoke the next step, treating the lack of response as a denial of the grievance at that step.
- c. Any unsettled grievance not advanced to the next step by the employee or the Union within the time limit specified in the step, shall be deemed abandoned.
- d. All time limits must be strictly observed unless the parties mutually agree to extend said time limits.
- e. The Employer and the Union and/or employee shall provide current and accurate information and documentation in response to all requests for information related to the preparation and presentation of grievances under this Agreement.
- f. All interim earnings will be deducted from any back pay award or settlement agreement in accordance with Section 1149 of the District Personnel Manual.

ARTICLE VII: BULLETIN BOARDS

Section A:

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

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

Section B:

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.

Section C:

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

Section D:

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

ARTICLE VIII: SAFETY AND HEALTH

Section A:

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

Section B:

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

Section C:

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

ARTICLE IX UNION STEWARDS

Section A:

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

Section B:

The Union shall appoint and the Division of Transportation shall recognize one (1) Steward per every eighty-five (85) bargaining unit members.

Section C:

A Steward shall be permitted to devote necessary time during the Steward's working hours, at the Steward's then current rate of pay, for processing grievances at the Steward's work site. Should it be necessary for a Steward to leave the Steward's work area, the Steward shall

request permission from the Steward's immediate supervisor, which shall not be unreasonably denied. The Steward shall report to the Steward's immediate supervisor upon resuming work. It is agreed that time spent in the processing of grievances shall be limited to a reasonable amount.

Section D:

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

Section E:

Requests by union officials for official time to perform representation functions (which does not include work on internal Union business) shall be made on the "Official Time Report" and such requests shall not be unreasonably denied. In the event that management does not grant a request to release a Steward from his or route in order to address a grievance, then management shall extend in writing any relevant deadline by a duration commensurate with the delay.



Union Representative: _____

Union / Position: _____

Date	Requested Time		Activity	Supervisor Approval
	From	To		

Representational Function of Official Time (Activity)

- 1 Attendance at board or other committee meetings
- 2 Attendance at meetings between the Agency and Union
- 3 Labor Negotiations
- 4 Disciplinary or adverse action meetings, if union is designated as employee representative
- 5 Attendance at an examination of an employee who reasonably believes s/he may be the subject of a disciplinary or adverse action and the employee has requested representation
- 6 Contacts between employee representatives and employees provided for in the negotiated grievance procedure;
- 7 Representation before the PERB, OEA, OHR, or other jurisdiction
- 8 Grievance meetings and arbitration hearings
- 9 Attendance at Agency recognized/sponsored activities to which the Union has been invited

ARTICLE X: UNION ACTIVITIES

Section A:

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

Section B:

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

Section C:

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

Section D:

New Employee Orientations - The Union shall have the opportunity to attend new employee orientation sessions conducted by the Agency.

ARTICLE XI: ADMINISTRATIVE CLOSING

Section A:

1. Employees designated as "Essential Employees" are those whose work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. "Essential Employees" must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as "Essential"

no further notice is required as long as the employee continues to occupy the position designated "Essential".

2. Employees designated "Emergency Employees" are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. "Emergency Employees" may be required to work when a situation or condition occurs and results in early dismissal for other employees, government closing or during other emergencies. Once an employee has been notified by his/her employing agency that his/her position is designated as "Emergency", the designation will remain in effect until the designation is terminated in writing.
3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, et seq.
4. As applicable, employees required to work when all other District Government employees are released as a result of an administrative closing shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

Section B

The determination as to whether the employee receives overtime or compensatory time will be at the employee's election which shall be made before the work is performed. When elected, employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

ARTICLE XII: WORK FORCE CHANGES

Section A: Involuntary

1. An employee who is involuntarily transferred shall be given at least ten (10) work days advance notice, except when exigent circumstances require a transfer to be made in less than ten (10) work days, in which case the notice shall be given as soon as possible. The notice of transfer shall contain the reason(s) therefore.
2. Involuntary transfers shall be made only after consultation and discussion with the employee involved. At the employee's request, there may be present at such discussion a representative of the Union.
3. Involuntary transfers shall be made in accordance with seniority. The least senior employee will be the first to be subject to an involuntary transfer.

Section B: Vacancies

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

Section C: Voluntary Transfer

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

If two employees wish to swap routes within the same yard or between yards, such reassignment shall be effectuated by mutual agreement among the employees and approved by management at the yard or yards. This provision applies only to assigned routes and does not apply to swing assignments.

Voluntary transfers effectuated under this article are not subject to the seniority provisions of the Agreement. Bargaining unit employees who may have more seniority cannot grieve a voluntary transfer effectuated under this article.

ARTICLE XIII: WORK SCHEDULING

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE XIV: NO STRIKES/NO LOCK-OUTS

Section A:

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

Section B:

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

Section C:

If the Union has authorized, sanctioned, caused or counseled its members or any of the employees in the bargaining unit to strike, to directly or indirectly commit any concerted acts of

work stoppage, slowdown, or mass absenteeism, or to refuse to faithfully and properly perform in whole or in part any customarily assigned duties for the Division of Student Transportation then the Union shall be liable to the Division of Student Transportation for damages.

Section D:

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

ARTICLE XV: MATTERS NOT COVERED

Section A:

The Employer and Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and submit proposals with respect to any subject or matter not prohibited by law from the area of collective bargaining, and that all of the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section B:

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

ARTICLE XVI: LEAVE

Section A: Annual Leave

1. Employees shall be eligible for paid annual leave after ninety (90) days of service with the District Government. All employees shall earn annual leave at the rate of:
 - a. Less than three (3) full-time-equivalent years of service: One (1) hour annual leave earned for every twenty (20) hours of work;
 - b. Three (3) years full-time-equivalent years of service but fewer than fifteen (15) full-time-equivalent years of service: One and one half (1 and 1/2) hours annual leave earned for every twenty (20) hours of work;

- c. Fifteen (15) or more full-time-equivalent years of service: Two (2) hours annual leave earned for every twenty (20) hours of work.
2. Requests for annual leave shall be submitted by the employee, on a form provided by the Employer, to the employee's immediate supervisor (Supervisory Terminal Management Specialist). The Supervisory Terminal Management Specialist shall approve or disapprove, pursuant to Section C. of this Article, prior to the date such leave is to begin.
3. The rate of annual leave pay shall be the employee's regular straight time rate of pay at the time the leave is earned.

Section B: Sick Leave

1. All employees shall earn sick leave at a rate of one (1) hour of sick leave for every twenty (20) hours of work.
2. Employees may use sick leave for any legal purpose set forth in the District of Columbia Sick and Safe Leave Act or other applicable local or federal law. Except in cases of emergency, an employee who is unable to report to work and who fails to notify the Employer prior to the start of his or her schedule may be subject to discipline.
3. If an emergency prevents the employee from making prior notification to the Employer of the need to use paid sick leave, the Employer shall be notified prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever occurs sooner.
4. The Employer may require that a request for the granting of paid leave for three (3) or more consecutive days be supported by a reasonable certification of the reason given by the employee for requesting the paid leave.

A reasonable certification may include:

- (a) A signed document from a health care provider affirming the illness of the employee or the employee's family member;
- (b) A police report indicating that the employee or the employee's family member was the victim of stalking, domestic violence, or sexual abuse;
- (c) A court order indicating that the employee or employee's family member was the victim of stalking, domestic violence, or sexual abuse;

(d) A signed written statement from a victim and witness advocate affirming that the employee or employee's family member is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse. The signed statement shall include only the name of the employee or employee's family member who is a victim and the date on which services were sought; or

(e) A signed written statement from a victim and witness advocate, or domestic violence counselor affirming the employee or employee's family member sought services to enhance the physical, psychological, economic health or safety of the employee or employee's family member.

If the Employer requires certification, the certification shall be provided upon the employee's return to work or within one business day thereafter.

Section C: Procedures for Using Sick Leave

1. Sick leave requests must be approved by an employee's Assistant Terminal Manager [immediate supervisor/platoon manager]. Requests for sick leave that are disapproved because the employee does not have sufficient leave will generally result in leave without pay (LWOP). Failure to follow this procedure to request sick leave may result in disciplinary action.
2. Advance Written Leave Requests: Requests for sick leave to cover scheduled appointments with doctors, dentists, opticians or other health care providers, or for other foreseeable absences, must be submitted and approved at least seven (7) days in advance of leave, except in cases of emergency. Leave requests for foreseeable absences that are submitted fewer than seven (7) days in advance or after the date(s) of the absence in question will be considered only if the employee can demonstrate that sufficient advance notice was not possible. Employees are generally expected to schedule appointments with health care providers outside of the employee's scheduled working hours. Leave request slips submitted before 9:00 a.m. will be returned either approved or denied by the end of the same day. Leave slips submitted after 9:00 a.m. will be returned either approved or denied the following day.
3. Call-in Requests for Unplanned and Unforeseeable Sick Leave: An employee with an unplanned and unanticipated need to take sick leave must call in a request for sick leave. The request must be made as soon as possible and preferably no later than two (2) hours prior to the start of the employee's tour of duty. The employee must call the work status line for the employee's respective work location:

New York Avenue Terminal Work Status Line — (202) 478-5980
Adams Place Terminal Work Status Line — (202) 478-5970
Southwest Terminal Work Status Line — (202) 719-6640
5th Street Terminal Work Status Line — (202) 478-5910

An employee who is granted such unplanned and unforeseeable sick leave will need to complete a written leave request slip when he or she returns to work.

4. Original copies of all required medical documentation must be provided. Photocopies will not be accepted.
5. Employees who are absent and on sick leave for extended periods of time may be required to provide the Department with periodic reports on their status and intent to return to work, with appropriate medical documentation.
6. Failure to produce the requested documentation or to provide proper notice as set forth in this Article may result in discipline and/or the denial of an employee's request for leave. Accrued sick leave cannot be used for vacation purposes.
7. **Suspected Abuse of Sick Leave:** A certification will be required for any sick leave request that includes the day immediately before or immediately after a District or Federal Holiday; that falls on a day when schools are closed but the employee is scheduled to work; or that includes a day for which the employee was previously denied annual leave.
8. **Leave Restriction:** Where management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee will be required to provide a doctor's certification for each absence that is claimed as sick leave. Such leave restriction shall remain in effect for 90 calendar days. If the employee has shown significant improvement in sick leave usage after 90 calendar days of leave restriction, the leave restriction will be lifted. If the employee's usage of sick leave has not improved, the employee may be subject to sick leave restriction for an additional period of 90 calendar days. Nothing in this section shall prevent the Employer from taking disciplinary action against an employee who is found to have abused the sick leave system. Supervisors who otherwise suspect fraudulent use of sick leave may also require the employee to provide appropriate medical documentation. Factors which may provide the Employer with good reason to believe the employee has abused the sick leave privilege include, but are not limited to:
 - a. The employee's failure to return for his p.m. assignment on payday or on the Monday following payday;

- b. An attempt to call in and take sick leave on the date of a medical appointment;
- c. An attempt to take sick leave without providing notice and securing approval as appropriate;
- d. An attempt to take sick leave immediately following a vacation day or weekend;
- e. Repeated absences from duty without permission and without reasonable cause;
- f. Excessive tardiness;
- g. Any unexcused leave without pay (LWOP);
- h. Excessive Absenteeism.

Section D: Sick Leave Incentive Program

1. In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time off in accordance with the following:
 - a. Any bargaining unit member/employee who is in a pay status for the leave year shall accrue annually:
 - i. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
 - ii. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
 - iii. One (1) day off for utilizing a total of more than four (4) but not more than five (5) days of accrued sick leave.
2. Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this article. Sick leave for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave when calculating eligibility for sick leave incentive leave under this article.

3. Time off pursuant to a sick leave incentive award shall be selected by the employee and required at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Request for time off shall be made on the standard "Application for Leave" form.
4. All incentive days must be used in full work day increments following the leave year in which they were earned. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

Section E: Leave Without Pay

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

Section F: Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may, upon reasonable notice to the Director of Student Transportation, be granted a leave of absence without pay not to exceed a period of one (1) year.

Section G: Education

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

Section H: Family Medical Leave Act

The Employer shall comply with and provide benefits to the bargaining unit employees as provided in the D.C. and federal Family Medical Leave Act, or as subsequently amended.

Section I: Jury Duty

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

Section J: Voting Time

Employees eligible to vote may be granted a leave, without loss of pay, for the purpose of voting in any election or referendum on a civic matter in his or her community. Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit the employee to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section K: Civic Duty

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

Section L: Holidays Recognized And Observed

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Emancipation Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

Section M: Holiday Pay

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

Section N: Armed Forces

Employees serving as members or reserve members of the armed forces or the National Guard shall be entitled to leave as set forth in Sections 1-612.03(m), (m-1), (m-2), and (m-3) of the D.C. Code.

Section O: Military Funeral Leave

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

Section P: Leave To Attend Conferences

- I. At the discretion of the Director of Student Transportation, up to three (3) days of paid administrative leave per year, to attend conferences, workshops,

conventions, and seminars, which are beneficial to the Employer, may be granted subject to continuity of operations. Requests for such leave shall be made fifteen (15) working days in advance of the aforementioned functions. If the request is denied, the employee shall be informed in writing of the reason(s) for the denial.

2. Employees who are elected to represent the Union as voting delegates at the bi-annual convention shall be granted annual leave to attend in their official capacity.

Section Q: Bereavement

1. Three (3) days leave will be granted without loss of benefits and pay for the death of immediate relative. For the purpose of this section "immediate relative" means an individual who is related to an employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt, uncle, grandparent, grandchild, or similar familial relationship; an individual for whom an employee covered by this chapter is the legal guardian; or fiancé, fiancée, or domestic partner of an employee (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code §32-701 (2001 edition,) and related laws).
2. For purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or death certificate upon the Employer's request.

Section R: Absence Without Leave (AWOL)

1. "Absence without leave" (AWOL) includes:
 - a. Absence, regardless of notice, where leave is ultimately not approved; and/or
 - b. Failure to report for work without notification ("No Call-No Show").
2. The Division will consider a "No Call-No Show" to be a voluntary resignation and will act in accordance with this belief based on this irresponsible act by the employee. Moreover, any situation in which leave is ultimately denied and the employee is considered AWOL may warrant immediate removal.

Section S: Personal Leave

One (1) day personal leave will be granted per year after completion of the probationary period. The day will be selected by mutual agreement, and must be requested and approved in

advance, with due consideration given to workload requirements. The personal leave day will not be cumulative from year to year; it must be used in the year it is granted.

ARTICLE XVII: COMPENSATION

Section A:

1. Fiscal Year 2018:

Effective the first day of the first full pay period beginning on or after October 1, 2017, the FY 2018 salary schedules of Motor Vehicle Operators employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 3.0%.

Effective the first full day of the first full pay period beginning on or after October 1, 2017, the FY 2018 salary schedules of Attendants employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 3.0%.

2. Fiscal Year 2019:

Effective the first day of the first full pay period beginning on or after October 1, 2018, the FY 2019 salary schedules of Motor Vehicle Operators employed in the bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 2.0%.

Effective the first day of the first full pay period beginning on or after October 1, 2018, the FY 2019 salary schedules of Attendants employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 2.0%..

3. Fiscal Year 2020:

Effective the first day of the first full pay period beginning on or after October 1, 2019, the FY 2020 salary schedules of Motor Vehicle Operators employed in the bargaining units as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted 3.0%.

4. Classification And Compensation Reform Adjustments

For Motor Vehicle Operators, based on the Compensation and Classification Reform review, it was determined that compensation for the Motor Vehicle Operators at the OSSE DOT is inconsistent with other Motor Vehicle Operators across the District.

Also, the OSSE Motor Vehicle Operators in this bargaining unit are required to possess more certifications/endorsements than other Motor Vehicle Operators in the District, such as passenger and school bus endorsements, first aid and CPR certification, and Child and Youth, Safety and Health Omnibus Act requirements. As a result, these Motor Vehicle Operators will be entitled to receive additional pay adjustments in FY 2018, FY 2019, and FY 2020, which are incorporated into the pay scales attached hereto as Appendix A.

For Attendants, based on the Compensation and Classification Reform review, it was determined that there were internal inequities with the compensation for these OSSE Attendants and higher compensation for counterparts in similar roles in the District. As a result, effective the first day of the first full pay period beginning on or after October 1, 2019, the FY 2020 salary schedules of Attendants employed in the bargaining unit as certified and assigned to AFSCME, District Council 20, Local 1959 by the Public Employee Relations Board shall be adjusted to match the pay scale negotiated for Compensation Units 1 and 2 for FY 2020.

A copy of the applicable pay scales for all members of the bargaining unit for each year covered by this contract, incorporating both the percentage increases and the classification and compensation reform adjustments, is attached hereto as Appendix A.

Section B:

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

Section C:

Employees permanently assigned to Fifth Street and trained for those duties shall receive a flat rate premium of \$1.00 per hour (depending on the step and grade) in addition to their regular rate of pay.

Section D: Safe Driving (Drivers Only)

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

Section E: Attendance

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

Section F: On-Time Arrival Bonus

Employees will receive an incentive if their on-time arrival rate in a quarter is 94% or above (\$200 per qualifying quarter). The employee must meet the requirements for the attendance incentive to qualify for this incentive.

Section G: Program Timeframe

Quarters will be measured in three month increments:

- Quarter 1: October, November, December
- Quarter 2: January, February, March
- Quarter 3: April, May, June
- Quarter 4: July, August, September, if applicable

Section H: Systems of Record

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

Section I: Holiday Pay

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

ARTICLE XVIII: CONTRACTING OUT

In the event the Division of Student Transportation intends to contract out work normally performed by employees covered by this Agreement, it shall do so in compliance with D.C. Official Code § 2-352.05 and all other applicable laws.

ARTICLE XIX: OFFICIAL 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 (DCHR) in accordance with DCHR policies and procedures.

Section B:

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

Section C:

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

Section D:

An employee shall be permitted to reproduce or copy any material in the employee's official personnel file.

Section E:

An employee shall be notified of any confidential material which is placed in the employee's official personnel file.

Section F:

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

ARTICLE XX: DRUG FREE WORK ENVIRONMENT

The parties agree to follow procedures as required by the Federal Government related to drug testing for commercial drivers and attendants. As the government agency responsible for transporting students to and from school, it is incumbent upon the parties to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances

or alcohol, not authorized by a physician, continues to be prohibited either on school premises, at school related activities, on school property, or during off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. In addition, the Employer and the Union recognize that off-the-job use may signal a risk of use on the job.

ARTICLE XXI: DISCRIMINATION

Section A:

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

Section B:

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

Section C:

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

ARTICLE XXII: SENIORITY

Section A:

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

Section B:

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

Section C: Loss of seniority

An employee shall lose bargaining unit seniority upon a break in service.

Section D:

Paragraph C of this Article will be interpreted consistent with law.

Section E:

When bidding on routes at the beginning of the school year, employees' seniority shall be the deciding factor applied in the distribution of routes/runs.

ARTICLE XXIII: OVERTIME

Section A:

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

Section B:

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

ARTICLE XXIV: CONFORMITY TO LAW - SAVINGS CLAUSE

Section A:

If any provision of this agreement is at any time contrary to law, then such provision shall not be applicable or performed or enforced, and substitute language, if any, shall be negotiated through appropriate consultation between the parties.

Section B:

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

ARTICLE XXV: COPIES OF THIS AGREEMENT

The Parties agree that copies of this Agreement shall be available at each terminal location and in PDF format on the Employer's website.

ARTICLE XXVI: OPTICAL AND DENTAL BENEFITS

Section A:

1. **Optical Plan:** Effective the first pay period beginning after final approval of this Agreement, and for the remainder of the period that this Agreement remains in effect, the Employer agrees to provide the following amount for an optical insurance plan to be contracted for by the Union:

2018-2020: \$11.00 dollars bi-weekly per participating employee as the premium for self and family coverage.

2. **Dental Plan:** Effective the first pay period beginning after final approval of this agreement, and for the remainder of the period that this Agreement remains in effect, the Employer agrees to provide the following amount for a dental insurance plan to be contracted for by the Union:

2018-2020: \$13.00 dollars bi-weekly per month for single coverage, \$18.00 bi-weekly for self+family, per participating employee, in an approved dental plan.

3. The Employer shall be held harmless for any liability based on the implementation and administration of the plans.

4. The benefit providers shall be responsible for program administration and shall bear all administrative costs.

5. The Employer shall not make dual premium payments for employees who are married and are both in the bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit providers.

6. The plan shall be contracted for by the labor organization, subject to a competitive bidding process where bidders are evaluated and selected by the Union. The Union agrees to expand the scope of the competitive bidding process to include the entire Metropolitan area. The Union agrees to document all activities in procuring plan contracts, and shall disclose such documentation upon request by the Employer.

7. The plan providers shall be required to respond to reasonable requests for information submitted by the Union and/or the Employer. The Union and the Employer shall have the right to audit all financial records and any records which relate to the expenditure of the employer-paid premiums or procurement of the plan provider contracts. The Employer shall be permitted to recover any premiums that were improperly paid, or that were paid for employees who were ineligible to receive benefits.

ARTICLE XXVII: PRE-PAID LEGAL PLAN

Section A:

The Employer shall make a monthly contribution of twelve dollars and fifty cents (\$12.50) in FY 2018 for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make a monthly contribution of fifteen dollars (\$15.00) in FY 2019 for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make a monthly contribution of seventeen dollars and fifty cents (\$17.50) in FY 2020 for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program.

Section B:

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

Section C:

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

Section D:

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

ARTICLE XXVIII: METRO PASS

Beginning the first full pay period after October 1, 2017, the Employer shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifty dollars (\$50.00) per month for employees who purchase and use such passes to commute to and from work. The Metro Transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia.

ARTICLE XXIX: DISABILITY COMPENSATION BENEFITS

Disability compensation will be administered in accordance with Section 1-623.2 of the D.C. Code.

ARTICLE XXX: VIOLENCE IN THE WORKPLACE

Section A:

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

Section B:

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

ARTICLE XXXI: PROBATIONARY EMPLOYEES

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

ARTICLE XXXII: UNIFORMS

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE XXXIII: LABOR-MANAGEMENT PARTNERSHIP

The Union and the Employer enter into this Partnership Agreement in order to work jointly for the continuous improvement of the transportation services, student achievement, working conditions, job performance, organizational effectiveness, and operations efficiency. Both parties to this Agreement recognize the importance of communication between themselves. To this end, the Parties agree to establish a Labor Management Partnership Committee to facilitate a cooperative approach to identifying issues of mutual interests, shared goals, and common visions.

Section A:

The parties will work to improve the relationship between the Union and the Employer to explore and develop work effectiveness. The parties agree to participate in joint training in problem-solving, conflict resolution techniques, consensus building, interpersonal communication, and other related skills necessary to develop cooperative labor-management relations. The parties agree to contact the Federal Mediation and Conciliation Service ("FMCS" annually to request such training.

Section B:

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

Section G:

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

Section H:

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

ARTICLE XXXIV: LOCKERS

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

ARTICLE XXXV: DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

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

ARTICLE XXXVI: RUN/BID COMMITTEE

Section A:

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

Section B:

The Committee shall discuss:

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

Section C:

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

ARTICLE XXXVII: DRIVER/ATTENDANT RECOGNITION PROGRAM

The parties agree that the administration of the Driver/Attendant Recognition Program is a proper subject for discussion at a Labor Management Partnership Committee meeting. However, OSSE shall be responsible for determining the qualifications, categories, and number of employees selected for employee recognition in the Program.

ARTICLE XXXVIII: U.S. DEPARTMENT OF TRANSPORTATION PHYSICALS

At least three months before the expiration of their Department of Transportation (DOT) physical card, an employee on the inactive status shall, in writing (including email), notify the Employer of the impending expiration and request that the Employer schedule the physical examination required for renewal of the DOT physical card. The Employer agrees to continue its practice of notifying active employees 45 days prior to the expiration of their DOT physical card in order to coordinate scheduling of the necessary physical examination. Notwithstanding the foregoing, it remains the employee's responsibility to maintain a current DOT physical card.

ARTICLE XXXIX: DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement is effective as of the date of District of Columbia City Council approval. If certain provisions are found to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate legally-constituted replacement article(s) for the offensive provision(s). The Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

Section B:

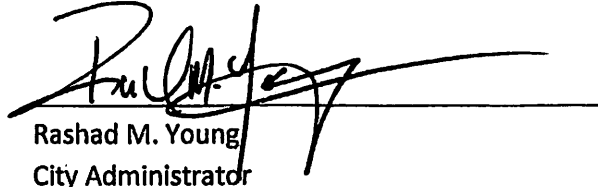
The parties acknowledge that this agreement represents the result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

Section C:

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

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 24th day of October, 2018.

For the District of Columbia Government

A handwritten signature in black ink, appearing to read 'Rashad M. Young', is written over a solid horizontal line. The signature is stylized and cursive.

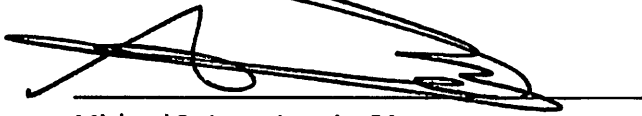
Rashad M. Young
City Administrator
Office of the City Administrator

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 24th day of October, 2018.

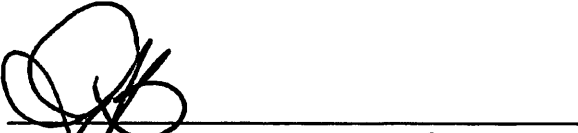
For the Office of the State Superintendent of Education



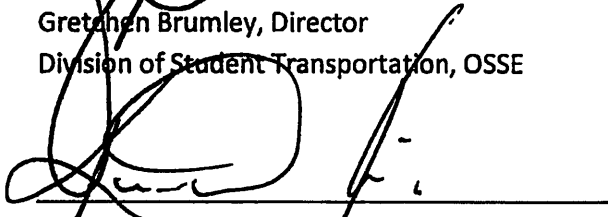
Hansoul Kang, State Superintendent
Office of the State Superintendent of Education



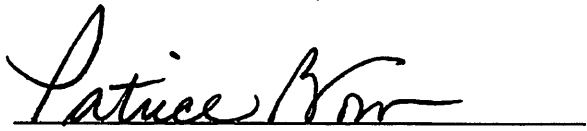
Michael D. Levy, Interim Director
Office of Labor Relations and Collective Bargaining



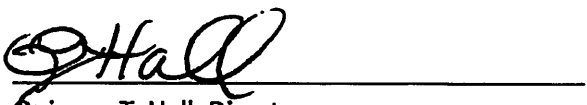
Gretchen Brumley, Director
Division of Student Transportation, OSSE



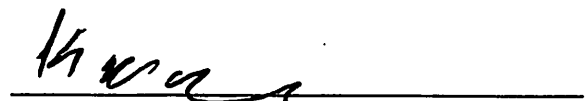
Kenneth King, Deputy Director
Division of Student Transportation, OSSE



Patrice Bowman, Associate Director
Terminal Operations, OSSE




Quiyana T. Hall, Director
Human Relations and Labor Relations, OSSE

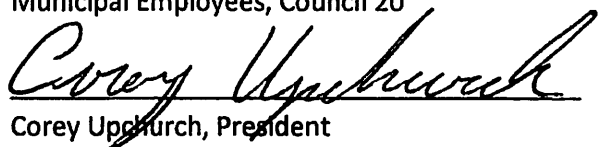


Kevin M. Stokes, Assistant General Counsel
OSSE

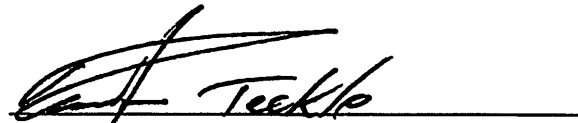
For the American Federation of State, County, and Municipal Employees, District Council 20, Local 1959



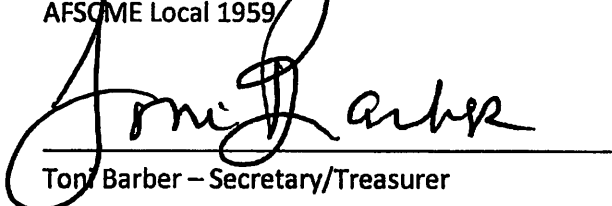
Andrew Washington, Executive Director
American Federation of State, County and Municipal Employees, Council 20



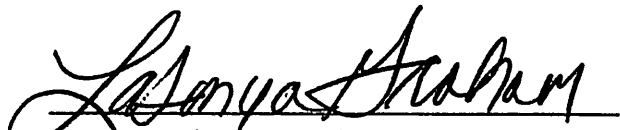
Corey Upchurch, President
AFSCME Local 1959



Tesfu Teckle, Vice President
AFSCME Local 1959



Tom Barber – Secretary/Treasurer
AFSCME Local 1959



Latonya Graham, Recording Secretary
AFSCME Local 1959



Monica Dick, Bargaining Team Representative
AFSCME Local 1959

APPROVAL

This collective bargaining agreement between the District of Columbia Government, Division of Student Transportation, Office of the State Superintendent of Education and American Federation of State, County and Municipal Employees, Local 1959, dated _____, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this ____ day of _____, 2018.

Muriel Bowser
Mayor

APPENDIX A—WAGE SCHEDULE

Fiscal Year 2018

Effective Date: October 1, 2017

Part-time Bus Attendant: Grade 3

Part-time Motor Vehicle Operator: Grade 7

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$14.63	\$14.98	\$15.57	\$16.17	\$16.77	\$17.37	\$17.97	\$18.57	\$19.17	\$19.76
Grade 7	\$19.27	\$20.09	\$20.88	\$21.70	\$22.48	\$23.30	\$24.11	\$24.91	\$25.70	\$26.51

5TH STREET LOCATION

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$15.63	\$15.98	\$16.57	\$17.17	\$17.77	\$18.37	\$18.97	\$19.57	\$20.17	\$20.76
Grade 7	\$20.27	\$21.09	\$21.88	\$22.70	\$23.48	\$24.30	\$25.11	\$25.91	\$26.70	\$27.51

Fiscal Year 2019

Effective Date: October 1, 2018

Part-time Bus Attendant: Grade 3

Part-time Motor Vehicle Operator: Grade 7

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$14.92	\$15.28	\$15.88	\$16.49	\$17.11	\$17.72	\$18.33	\$18.94	\$19.55	\$20.16
Grade 7	\$20.62	\$21.50	\$22.34	\$23.22	\$24.05	\$24.93	\$25.80	\$26.65	\$27.50	\$28.37

5TH STREET LOCATION

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$15.92	\$16.28	\$16.88	\$17.49	\$18.11	\$18.72	\$19.33	\$19.94	\$20.55	\$21.16
Grade 7	\$21.62	\$22.50	\$23.34	\$24.22	\$25.05	\$25.93	\$26.80	\$27.65	\$28.50	\$29.37

Fiscal Year 2020
 Effective Date: October 1, 2019

Part-time Bus Attendant: Grade 3
 Part-time Motor Vehicle Operator: Grade 7

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$18.28	\$18.89	\$19.50	\$20.11	\$20.72	\$21.33	\$21.94	\$22.55	\$23.16	\$23.77
Grade 7	\$22.48	\$23.44	\$24.35	\$25.31	\$26.21	\$27.17	\$28.12	\$29.05	\$29.98	\$30.92

5TH STREET LOCATION

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grade 3	\$19.28	\$19.89	\$20.50	\$21.11	\$21.72	\$22.33	\$22.94	\$23.55	\$24.16	\$24.77
Grade 7	\$23.48	\$24.44	\$25.35	\$26.31	\$27.21	\$28.17	\$29.12	\$30.05	\$30.98	\$31.92

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: Alana Intrieri
Executive Director
Office of Policy and Legislative Support

FROM: Janet M. Robins
Deputy Attorney General
Legal Counsel Division

DATE: November 20, 2018

SUBJECT: Legal Certification of Draft legislation, the “Compensation and Working Conditions Collective Bargaining Agreement between the Office of the State Superintendent of Education, Division of Transportation and the American Federation of State, County, and Municipal Employees District Council 20, Local 1959, Emergency Approval Resolution of 2018” and Accompanying Emergency Declaration Resolution (AE-18-624)

This is to Certify that this Office has reviewed the above-referenced draft legislation and found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.



Janet M. Robins