AGREEMENT

Effective August 3, 1988 - September 30, 1990

2087

"In the Hands of the People"

between

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 20, LOCAL 2087
AGREEMENT
BETWEEN
THE
UNIVERSITY OF THE DISTRICT OF COLUMBIA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 20, LOCAL 2087
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APPENDIX A
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APPENDIX B
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ARTICLE 1
PURPOSE AND INTENT

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Sub. Chapter V, 1-605.4 (b), 1-605.6 (b) (2)) accords the Board of Trustees of the University of the District of Columbia (hereafter the "University" or "Employer") status as an appropriate personnel authority of the District of Columbia government for the purpose of collective bargaining with exclusively recognized labor organizations for employees of the University. Furthermore, the American Federation of State, County, and Municipal Employees, AFL-CIO, District of Columbia Council 20, Local 2087 (hereafter "AFSCME" or "Union") has been accorded exclusive recognition as collective bargaining agent for employees of the University.

AFSCME and the University enter into this agreement which has as its purposes:

1. Promotion of a positive policy of labor-management relations between AFSCME and the Employer;

2. Improvement of morale of employees in service to the University;

3. Enhancement of the quality of services to the University community;

4. Enhancement of the rights of University employees to challenge the actions or failure of the University;

5. Promotion of the rights of University employees to express their views without fear of retaliation; and

6. Advancement of the ideals of freedom, justice, and democracy.

It is the intent of both parties that this Agreement constitutes an implementation of the provisions of the District of Columbia Comprehensive Merit Personnel Act, D.C. Law 2-139, Sub. Chp. XVIII, 1-618.1 (b). AFSCME and the University do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties during collective bargaining, and as such, shall be binding upon both parties.
ARTICLE 2
RECOGNITION

2.0 Statement

Pursuant to Bargaining Unit Certification of Representative Orders Numbers 3R012 and 3R015 and Compensation Unit Certification of Representative Order Number 80-R-08 of the Public Employee Relations Board (formerly, the Board of Labor Relations), the University of the District of Columbia (hereafter "Employer" or "University"), as a duly authorized personnel authority of the District of Columbia Government, recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO, District of Columbia District Council 20, Local 2087 (Hereafter "Union" or "AFSCME") as the sole and exclusive bargaining agent with respect to establishing wages, salaries, benefits, hours of work, and all other terms and conditions of employment for all employees of the units established by the above cited certification orders.

MEMORANDUM OF UNDERSTANDING

This Memorandum is to evidence the mutual promises and intentions of AFSCME Local 2087 and the University of the District of Columbia (hereafter, "University"), regarding the recognition clause, Section 2.0 in the Agreement currently being negotiated by the parties. The parties disagree as to the meaning and intent of the Bargaining Unit Certification of Representative Orders referenced in that Section of the Agreement. To resolve that dispute the parties have sought clarification from the D.C. Public Employee Relations Board (PERB) and agree to take all necessary steps to assist PERB in making its decision. In the event that PERB determines that the bargaining unit represented by AFSCME is broader than that reflected in Article 1, of the Agreement, effective May 16, 1982, between the University of the District of Columbia and American Federation of State, County, and Municipal Employees, District Council 20, Local 2087, then the parties agree to negotiate changes in the terms and conditions of employment to be applicable to employees who were not covered by the May, 1982, Agreement cited above.

ARTICLE 3
MANAGEMENT RIGHTS

3.0 Consistent with applicable laws, rules, regulations, and the terms of this Agreement, the University retains the sole right:

a. To direct employees of the University;

b. To hire, promote, transfer, assign and
retain employees in positions within the University and to suspend, demote, discharge, or take other disciplinary action against employees for cause;

c. To relieve employees of duties because of lack of work or other legitimate reasons;

d. To maintain the efficiency of the University operations entrusted to them;

e. To determine the mission of the University, its budget, its organization, the number of employees and the number, types, and grades of positions of employees assigned to an organizational unit, work project, or tour of duty, and the technology of performing its work; or its internal security practices; and

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

3.1 Management shall at all times be treated with respect and dignity.

3.2 Exercise or non-exercise of management’s rights and/or privileges under the terms of this Agreement or any law, rule, regulation, or practice shall not be construed as a waiver of such rights or privileges.

ARTICLE 4
EMPLOYEE RIGHTS

4.0 Each employee has the right to be dealt with in a fair and equitable manner, in accordance with established laws, regulations, rules, policies, procedures, and practices, including, but not limited to, the provisions of this Agreement. Employees shall at all times be treated with respect and dignity. Each employee has the right to bring a matter of concern to the attention of an appropriate official of the Employer.

4.1 An employee who has brought a matter of concern, rather than a grievance, to the attention of an appropriate official of the University has a right to a response within ten (10) days.
4.2 If an employee so desires, he or she may request a Union representative to act in the employee's behalf and to bring the employee's work-related concern to the appropriate official's attention.

4.3 Each employee has the right to exercise grievance and appellate rights established in this Agreement. This includes the right to choose his or her own representative in a grievance or appeal.

4.4 Employees have the right to all information on personnel policies and practices and other matters affecting their working conditions. The Employer and the Union have a mutual interest in improving communications with employees on such matters. Accordingly, the Employer and the Union agree that the following steps will be taken:

a. The employer will make information from the Personnel Policies manual accessible to all employees; and

b. Means of improving communication with employees will be a proper subject for discussion at Labor-Management Consultation meetings.

4.5 Employees have the right to lead their private lives as they deem fit and shall suffer no interference by the Employer so long as their private activity does not adversely affect or interfere with their job.

4.6 Employees shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist labor organizations. The employer shall not interfere, restrain, coerce or discriminate against employees to discourage membership in a labor organization. The Employer shall take action required to assure that employees are apprised of their rights under D.C. Code 1-618.6. (See Appendix A, D.C. Code 1-618.6)

4.7 Employee participation in bond and charity drives shall be strictly voluntary. There shall be no coercion to participate and no reprisal for refusal to participate in bond and charity drives.

4.8 Employees shall not be required to comply with an illegal instruction from a supervisor and shall suffer no harassment, coercion, intimidation, discrimination, loss of wage or benefit for refusing to do so. This should not be construed to relieve the employee from his or her duty to comply with an instruction which is in fact legal.
4.9 Employees shall have the right to contact the Office of Personnel Management and Development. An employee may visit the office by appointment, on duty time, to inquire into personnel matters affecting the employee and to review information in the personnel policies manual and other rules and regulations affecting his/her employment. An employee may also review the contents of his/her official personnel folder and any and all other personnel files of any description related to the employee.

ARTICLE 5
EMPLOYEE ORGANIZATION RIGHTS

5.0 Exclusive Agent

During the term of this Agreement, the Employer shall not negotiate with any other labor organization concerning negotiable terms and conditions of employment for employees covered by this Agreement.

5.1 Union Activity

The Employer agrees that during working hours, on the Employer’s premises, and without loss of pay, designated Union representatives shall be allowed to conduct the following representation functions connected with administering this Agreement:

a. Post Union notices on designated bulletin boards;

b. Attend negotiation meetings;

c. Transmit communications, authorized by the District Council and Local Union or its officers, to the Employer or his representatives;

d. Consult with the Employer or his representative, District Council 20 or other Union representatives or employees concerning the enforcement of any provisions of this Agreement.

5.2 Office Space

AFSCME and the University agree that reasonable office space is provided at the Van Ness Campus at no cost to the Union for internal Union business. In the event that space assigned to the Union is subsequently needed by the University for regular
University business, the Union shall, after receipt of sixty (60) days advance written notice, surrender the space in good condition. In the event the Union is required to return space assigned under this paragraph, the University agrees to make reasonable attempts to identify and assign replacement space. When it is determined that the University needs the office space assigned to the Union, the University agrees to consult with the Union ninety (90) days before the space is needed and provide the Union with full opportunity to comment and shall provide the Union with reasons in writing.

5.3 Meeting Space

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

5.4 Membership Dues Check-Off

The University shall deduct union membership initiation fees and dues from the scheduled pay of each of those employees who individually have signed an agreed to authorization form for such payroll deduction. The amount to be deducted shall be certified to the University by a duly authorized officer of Council 20. The aggregate deductions together with an itemized statement shall be forwarded to the Business Manager of District Council 20 immediately after such deductions are made. All dues deductions shall be irrevocable for the term of this Agreement unless the employee is removed from the bargaining unit.

5.5 Service Fees Check-Off

In keeping with the principle that employees who benefit by this Agreement should share in the cost of its administration, the parties agree that any present and future employee who is not a Union member, who does not make application for membership within thirty (30) calendar days of their initial appointment or reappointment, shall as a condition of employment pay to the Union each month a service charge. The amount to be deducted shall be certified to the University by a duly authorized officer of Council 20. This service fee will be withheld from the employee's wages each pay period. All fee deductions shall be irrevocable.
for the term of this Agreement unless the employee is removed from the bargaining unit.

5.6 Union Stewards

a. A reasonable number of stewards may be designated by AFSCME and shall be recognized by the University as official representatives of the Union.

b. AFSCME will supply the University with a list of names of appointed stewards. Such list will be posted on appropriate agreed to Union bulletin boards.

c. Stewards shall be allowed to conduct representation functions connected with the administration of this Agreement. Such representation activities shall be allowed during working hours, on the Employer’s premises, and without loss of pay to any AFSCME representative in the employ of the University.

d. In the event the performance of stewards’ duties require stewards to leave their posts of duty, stewards shall notify their supervisors prior to leaving their work assignments, if possible, to properly and expeditiously carry out their duties resulting from the provisions of this Agreement. When contacting an employee, the steward should first obtain permission to see the employee from the employee’s supervisor, if possible. Such a steward request shall be granted immediately, except in bona fide emergency situations when the employee cannot be immediately relieved from his or her assigned duties; in such cases, the employee shall be relieved from his or her assigned duties as soon as possible thereafter.

e. Requests by stewards for permission to meet with employees and/or employees to meet with stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited.

f. The University agrees that there shall be no restraint, interference, coercion, or discrimination against a steward in the steward’s performance of such duties.

5.7 Non-Waiver of Rights

Exercise or non-exercise of Union rights and/or privileges under the terms of this Agreement or any law, rule, regulation, or practice shall not be construed as a waiver of such rights or privileges.
ARTICLE 6
LABOR-MANAGEMENT CONSULTATION MEETINGS

6.0 Policy

Consultation shall take place between AFSCME and the University on personnel policies and practices and other matters affecting working conditions of bargaining unit employees. The Union and the University, through appropriate representation shall meet in good faith with respect to such matters. It is understood that appeals or grievances of individual employees shall not be the subject of discussion at these meetings, nor shall the meeting be for any other purpose which will modify, add to, or detract from the provisions of this Agreement.

6.1 Labor-Management Consultation Committee

The Committee will meet on a regularly scheduled date each month, unless mutually agreed otherwise. Additional meetings may be held in emergency situations by mutual consent. At least one week in advance, the University and AFSCME will exchange agenda items for the coming meeting, providing complete and detailed listings of the matters to be presented. If neither side submits agenda items no meeting will be held. No other matter will be discussed, except by mutual consent. Representatives at consultation committee meetings will be limited to designated members of the joint labor-management consultation committee.

6.2 Findings

The findings and recommendations of the Labor-Management Committee will be forwarded to the President of the University or his designee. Response(s) to the recommendations shall be presented at the next regularly scheduled meeting of this Committee or as soon as practicable.

6.3 Subcommittees

The parties may, upon mutual agreement, establish subcommittees to study problems and conditions.

ARTICLE 7
HEALTH AND SAFETY

7.0 The Employer will make every effort to provide and maintain safe working conditions. The Employer shall comply with applicable federal and local safety laws, rules, and regulations. The Union will cooperate in these efforts and encourage its
members to work in a safe manner and to obey established safety practices, procedures, rules, and regulations.

7.1 Health and Safety Committee

The Health and Safety Committee shall be comprised of three representatives from management and three representatives from the Union, with equal co-chairmanship. Immediate health and safety hazards shall be investigated by this committee. The University will provide training for all committee members. Committee meetings are to be held once per month with meeting sites to be agreed upon by the co-chairs. Upon investigation of hazardous conditions, the Committee chairpersons shall be empowered to recommend necessary remedies to the President.

7.2 Unsafe or Unhealthy Conditions

The University and the Union shall encourage employees to be alert to unsafe or unhealthful conditions at the worksite. When such conditions are observed, the employee shall report them immediately to the appropriate supervisor. If the matter cannot be resolved between the employee and the supervisor, the employee may request an inspection of the worksite by the Health and Safety Committee. Such request shall be in writing. In case of imminent danger, the request may be made by telephone and shall be reduced to writing as soon as practicable. The Health and Safety Committee shall submit a written report with recommendations to the President, and will notify the employee and supervisor of the final disposition of the matter.

7.3 Corrective Action

The Employer shall initiate immediate response actions to correct unsafe conditions or acts, repair or take out of service unsafe equipment, and/or evacuate unsafe buildings which are reported by a competent authority. No employee shall be required to work with unsafe equipment or under unsafe conditions which are likely to cause death or serious physical harm to the employee.

7.4 Emergency Medical Attention

The Employer agrees to provide first aid kits on each floor of each building. The Employer also agrees to make reasonable effort to provide transportation for employees to medical facilities immediately following an injury.

7.5 Safety Devices and Equipment

Protective devices and other equipment necessary for the protection of employees from injury or illnesses shall be provided by the Employer.
7.6 Environmental Conditions

The University will comply with applicable laws and regulations regarding release of employees from duty in cases of extreme temperatures and humidity, hazardous weather, breakdown of heating equipment, and other conditions threatening the safety and health of employees. During inclement weather where the University has declared an emergency, employees will be given a reasonable amount of time to report for duty without being charged leave.

7.7 Building Evacuation

The Employer shall monitor and maintain a comprehensive plan for the evacuation of all employees at each facility and shall notify and instruct the employees of the plan. The Employer shall further hold periodic evacuation drills as determined by the Health and Safety Committee.

7.8 Employee Health Services

The Employer shall provide employee health services in accordance with the standards set forth in the D.C. Merit Personnel Act (D.C. Code, Sec. 1-621.7).

7.9 Physical Limitations

The Employer agrees to take measures to accommodate, to the extent possible, appropriately documented physical limitations or disabilities. Employees who desire such accommodations shall be responsible for informing the Office of University Compliance of any medically sanctioned limitations or disabilities which may affect their work performance or their physical well-being.

7.10 Reassignment Due to Health Reasons

The University agrees to give consideration to an employee's written request for detail or reassignment for health reasons. Such requests shall be forwarded to the Office of Personnel Management, with medical documentation. Specific medical information will be held in confidence. The University's decision on the request will be communicated to the employee as soon as possible.

7.11 Work Related Illness or Injury

When an employee reports an illness or injury sustained
in the performance of assigned duties, the employee will be referred to the Office of Personnel Management where the employee will be counselled as to rights for Workmen’s Compensation benefits and procedures to be followed. It is the employee’s responsibility to complete and file the report of a work-related injury or illness required by the Office of Workmen’s Compensation Programs and to supply medical documentation to substantiate any period of disability.

7.12 Video Display Terminals

The University shall provide ergonomically appropriate Video Display Terminal workstations. Such equipment shall include, but is not limited to: non-glare screens, contrast controls, keyboards, backrests, and adjustable chairs or tables. The University shall upgrade older VDT workstations, where possible; to reduce possible health problems associated with the frequent use of VDT’s.

7.13 Asbestos

All buildings where University employees work shall be inspected for asbestos by a trained inspector as expeditiously as possible, but within the duration of this Agreement, unless the building has a record of comprehensive inspection within the last two (2) years. The Health and Safety Committee shall be notified of the results of the inspection.

The potential hazard presented by the asbestos shall be assessed by a trained inspector, and where abatement is required, the Employer shall make every reasonable effort to abate the problem as expeditiously as possible.

Any employee engaged in maintenance, plumbing, electrical work, renovation or repair who may disturb, damage, or work with asbestos-containing materials, will be trained as to the proper procedures to follow. No employee shall be required to work around friable asbestos without proper training and equipment.

7.14 Information

The Union shall receive the University’s annual statistical summary of occupational injuries and illnesses. The report will include a numerical summary of the numerical totals of employees injured and other releasable accident information.
ARTICLE 8
PROBATIONARY EMPLOYEES

8.0 Length of Probationary Period

The probationary period for employees is one (1) year and shall commence with the employee’s first day of appointment to a permanent, full-time position.

8.1 Supervisor’s Responsibilities

During the probationary period supervisors are responsible for:

a. observing the employee’s conduct, general character traits, and performance;

b. trying to understand the employee’s problems, if any, and giving proper guidance;

c. studying the employee’s potentialities and trying to determine whether the employee is suited for successful job performance; and

d. providing appropriate supervision and instruction necessary for the employee to function satisfactorily, treating him/her with the same dignity and respect shown to other employees.

8.2 Notice of Termination

A probationer who is separated for deficiencies in performance or conduct after entrance on duty will be notified in writing why he/she is being terminated and the effective date of the termination. The information in the notice will state the conclusions regarding the inadequacies of the performance or conduct which is the basis for termination.

8.3 Orientation Sessions

The Union will be afforded the opportunity to send a representative to participate in orientation sessions conducted for new bargaining unit employees. The Employer will give the Union adequate advance notice of such orientation sessions. Official time will be granted for this purpose, if the representative is otherwise on duty.
ARTICLE 9
PERFORMANCE EVALUATION

The University Performance Appraisal Program (UPAP) and rating system, attached as Appendix B, will be the only system used for evaluating all bargaining unit employees.

ARTICLE 10
SENIORITY

10.0 Definition

The term "seniority" as used in this Agreement shall mean an employee's length of service with the University in a permanent, full-time position.

10.1 Lists

a. The University shall provide AFSCME, as soon as possible but not later than sixty (60) calendar days after the effective date of this Agreement, with a complete list of all employees in the bargaining unit containing the following information:

Name
Date of Hire
Position
Work Location
Grade and Step

b. The University shall further provide an updated listing of the employees as stated in subsection "a" of this Section each six (6) months following the initial list.

c. Every three (3) months the University shall provide AFSCME with a list of bargaining unit employees who have been hired or terminated since the last listing.

ARTICLE 11
VACATION SCHEDULES

11.0 Seniority

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

11.1 Denial

No reasonable vacation request shall be denied for
arbitrary or capricious reasons.

ARTICLE 12
PROMOTIONS

12.0 Definition

The term "promotion" as used in this provision shall mean
the advancement of an employee to a higher paying position.

12.1 Policy

It shall be the University's policy to encourage the
promotion of employees. In filling vacancies first consideration
shall be given to current employees. AFSCME and the University
shall encourage the promotion of qualified employees into
professional classifications. The principles stated herein for
promotions shall also apply to actions involving the reassignment
of transfer of employees at the same grade presently occupied to
positions with known promotional potential and to positions in a
line of work where the employee may advance upward through a
career ladder without the application of competitive promotion
procedures.

12.2 Notice of Vacancy

When a job opening occurs, other than a temporary
opening, in any existing job classification or as the result of the
development or establishment of a new job classification, a notice
of such opening shall be posted on all bulletin boards for fifteen
(15) working days, except in cases of emergency. A copy of the
notices of job openings will be given to the President of AFSCME
at the time of posting.

12.3 Application

During the period of notice established in the preceding
Section 12.2, employees who wish to apply for the open position
or job (including employees in layoff) may do so. The application
shall be in writing and it shall be submitted to the Office of
Personnel.
12.4 Job Qualifications

The University shall determine job qualification, provided they are limited to those factors directly required to satisfactorily perform the job. Among employees rated as equally qualified by the University, the employee with the greatest seniority will be given priority consideration. If the employee with the greatest seniority is not selected, the selecting official will submit written justification for the non-selection to the Office of Personnel.

12.5 Merit Promotion Panels

Merit promotion panels shall be conducted for positions of employees in the bargaining unit. The panel shall consist of three persons, one employee designated by AFSCME and two employees designated by the University.

ARTICLE 13
DEMOTIONS

13.0 Definition

The term "demotion" as used in this provision shall mean the reassignment of an employee from a position in one job classification to a lower paying position in the same job classification.

13.1 Policy

Demotion to avoid laying off employees shall be made in accordance with applicable reduction in force procedures. Demotions may be made to avoid laying off employees, to provide for employee requests for change to a lower grade for personal convenience, or when employees are unable to perform satisfactorily the duties of their positions.

ARTICLE 14
EMPLOYEE DEVELOPMENT AND TRAINING

14.0 In accordance with Article VI of UDC Administrative Personnel Policies (1980) and upon prior approval, the Employer agrees to pay for any courses which employees take to enhance their job skills. The employees may be allowed up to 8 hours of official duty time per week to attend such classes.

14.1 The employer agrees to offer training and development opportunities at the University and other agreed upon off campus facilities to assist employees to take full advantage of training in
job related skills, technical, professional, and educational development.

14.2 The employer agrees, within budget limitations, resources, and established guidelines, to provide tuition assistance for eligible employees pursuant to Title 601 of Article VI of UDC Administrative Personnel Policies (1980).

14.3 For employees, their spouses and members of the immediate family, who are deemed dependents for tax purposes, tuition shall be waived for both undergraduate and graduate courses taken at the University.

14.4 The employer agrees to include Union representation in the planning and designing of such training and development programs. Such representation shall be on the Comprehensive Employee Training Advisory Committee.

14.5 Training needed by employees: (a) as a result of University mission or program changes, (b) as a result of new work assignments, (c) to improve present performance, (d) to meet future staffing needs, and (e) to develop unavailable skills, will be provided by the University. Employees shall be provided the opportunity to participate in various educational courses, programs, and other activities directly related to their job assignments. The University will make every effort to provide specialized training that is or will be directly related to job performance in order to increase the knowledge, skills, ability and proficiency of employees. Employee training shall be documented in Official Personnel folders.

ARTICLE 15
EMPLOYEE ASSISTANCE PROGRAM

15.0 The Employer agrees to implement the Employee Assistance Program (EAP), UDC Resolution 83-17.

15.1 The Employer agrees to have the Union as part of the representation on the EAP Committee.

ARTICLE 16
PERSONNEL FILES

16.0 Policy

An official personnel record shall be maintained for each employee of the University. All records shall be maintained to ensure employees or applicants privacy, while providing adequate, necessary, and complete information for the University. Such
records shall be disposed of in accordance with University, District, and Federal guidelines.

16.1 Disclosure

The University will not disclose personnel information on any employee without the written consent of the employee, except when such information is required by University officials in the execution of daily responsibilities or when subpoenaed by law enforcement authorities, or as is otherwise required by legal statute. Employees, upon request, may review the contents of their personnel file in the presence of an official representative of the Office of Personnel Management and Development.

16.2 Reproduction

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

16.3 Timely and Relevant Information

For the purpose of this Article, information other than a record of official personnel action is untimely if it concerns an event more than two (2) years in the past upon which an action adverse to an employee may be based. Prior to the removal of any information in the file, the employee shall be notified and given an opportunity to be heard.

ARTICLE 17
UNIFORMS AND CLOTHING ALLOWANCE

17.0 Special Police

A. Uniformed personnel shall be provided with uniforms and equipment in the amount and manner provided for in the following table:

i. Four (4) long sleeve and four (4) short sleeve shirts annually.

ii. One (1) summer (mesh top) and one (1) winter cap annually.

iii. Two (2) blouses as needed. Such need to be determined by department inspection.

iv. Eight (8) pairs of trousers annually (4 summer and 4 winter).
v. One (1) raincoat and hat cover as needed. Such need to be determined by department inspection.

vi. One (1) reefer as needed. Such need to be determined by department inspection.

vii. Two (2) ties annually.

viii. Rubber footgear, flashlight, batteries, and leather case for badge and identification.

ix. Revolver, ammunition, holster, and belts as needed. Such need to be determined by department inspection.

B. Upon inspection by the supervisor, the clothing and equipment listed above will be issued as needed, provided the employee turns in item-for-item the clothing and equipment previously issued.

C. If a Special Police Officer is detailed to the Investigative Section for a period of at least five (5) days and the detail has been sanctioned by the D.C. Metropolitan Police Security Officers Management Branch (SOMB), he/she is eligible to receive a pro rata portion of the clothing allowance for plainclothesmen.

D. UDC Special Police Officers shall maintain parity with officers of the D.C. Metropolitan Police Department regarding the maintenance of clothing and equipment issued to them.

17.1 Business Services

A. Uniformed personnel shall be provided with uniforms in the amount and manner provided for in the following table:

i. Three (3) pants

ii. Five (5) short sleeve shirts

iii. Five (5) long sleeve shirts

iv. One (1) jacket with winter lining

v. Aprons/smocks as needed
B. Upon inspection by the supervisor the clothing listed above will be issued as needed, provided the employee turns in item-for-item the clothing previously issued.

17.2 Physical Plant

A. Uniformed personnel shall be provided with uniforms in the amount and manner provided for in the following table:

i. Three (3) pants

ii. Five (5) short sleeve shirts

iii. Five (5) long sleeve shirts

iv. One (1) jacket with winter lining

B. Upon inspection by the supervisor the clothing listed above will be issued as needed, provided the employee turns in item-for-item the clothing previously issued.

17.3 Maintenance

All uniformed employees will be responsible for the maintenance of the clothing and equipment issued to them.

ARTICLE 18
SPECIFIC EMPLOYEE GROUPS

18.0 Special Police Officers

Employees responsible for security at the University of the District of Columbia are SPECIAL POLICE OFFICERS and should be referred to as such at all times.

The terms and conditions in Section 18.1 through Section 18.8 shall be applicable solely to all non-supervisory Special Police Officers.

18.1 Hours of Work

The regular work week shall be forty (40) hours per week, eight (8) consecutive hours per day. Flextime can apply to special cases when discussed and agreed upon by supervisor and officer with the approval of the director. Notification of approval to be submitted in writing to the Union.

For employees engaged in continuous operations, work schedules showing each employee's shift, work days, and hours
shall be posted on appropriate department bulletin boards and at employee's worksites at least thirty (30) days in advance.

Except for emergency situations, work schedules shall not be changed without notice of at least fourteen (14) days to the employee(s). Nothing herein shall be construed to limit the authority of the University to assign work duties for the purpose of meeting an emergency situation over which the University has no control. However, such assignment shall not extend beyond the period of such emergency.

The Employer agrees to consult, to the extent possible, with the Union President, or an authorized representative, prior to making a tour of duty change involving five or more employees in the unit. The Employer shall confirm such consultation in writing after the completion of any meeting.

During each tour of duty, all employees shall be allowed one-half (1/2) hour for lunch. When job related circumstances arise which prevent an employee from taking a lunch break, such employee should be allowed to leave one-half (1/2) hour prior to the end of his/her tour of duty if the relief person has arrived. When unable to leave, the employee should be compensated with overtime for the lunch period.

Employees detailed out of their sections for a period of one day or less will be allowed a reasonable amount of time to return to their own sections before quitting time to put away equipment and personal property.

18.2 Swing Officers

Swing officers who fill in for officers shall normally be assigned by inverse order of seniority:

a. on sick leave

b. on vacation

c. on shift or otherwise absent from the post

The swing officer shall be notified of the shift at least two weeks in advance when possible. Swing officers assigned to a duty site which is different from the reporting site may, upon request, be provided transportation to the duty site.

Each officer shall have every third week-end off, except officers with ten years of service or more, who shall work every other week-end. The parties agree to investigate through the Labor-Management Consultation Committee the development of a
schedule allowing all officers every other week-end off and a schedule allowing officers with ten years or more service every week-end off.

A work period shall consist of two (2) consecutive work weeks divided into three (3) shifts. The shifts shall encompass the following hours:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift I</td>
<td>11:00 p.m. to 7:30 a.m.</td>
</tr>
<tr>
<td>Shift II</td>
<td>7:00 a.m. to 3:30 p.m.</td>
</tr>
<tr>
<td>Shift III</td>
<td>3:00 p.m. to 11:30 p.m.</td>
</tr>
</tbody>
</table>

Shift changes will not be made for disciplinary reasons.

18.3 Clean-up Time

Employees working eight (8) hour shifts shall be granted a fifteen (15) minute personal clean-up period at the end of a work shift, provided they are properly relieved by on-coming personnel. When employees are required to work overtime, such clean-up time shall not commence until after any such overtime is scheduled.

18.4 Overtime

Overtime shall be distributed as evenly as possible among the employees on a rotating basis. Overtime schedules will be posted at all work sites as soon as received by the Office of Security.

18.5 Uniforms and Clothing Allowance

Uniformed personnel shall be provided with uniforms and equipment in the amount and manner provided in Article 17, Section 17.0 of this Agreement.

18.6 Communication

Each covered post shall have at least one two-way radio in working condition in direct contact with the Department communication command center.

The Command Post shall be operative during all shifts (24 hours a day). At no time shall the post be inoperative. At least one qualified officer or supervisor shall be present at all times at the Command Post. During emergencies, the Command Post shall communicate with outlying posts over land lines.
18.7 Motor Vehicles

The University shall provide radio equipped vehicles for the use of University Special Police Officers. The vehicles, and particularly the communication equipment, shall be maintained in proper operating condition at all times. The vehicles will be marked as Special Police vehicles and will be equipped with road flares, first aid kits, and emergency lights.

18.8 Essential Employees

Since Special Police Officers are determined to be essential employees, the University will make every effort to maintain the Department at a level to provide sufficient numbers of employees for each shift.

18.9 Early Childhood Learning Center

The following terms and conditions shall be applicable solely to all non-supervisory employees of the Early Childhood Learning Center.

Employees in the Early Childhood Learning Center will not be required to occupy a space that is not determined to meet statutory regulations.

The University agrees to provide first aid kits in each classroom and on buses provided by the University. Other health and safety concerns articulated by employees of this Unit will be addressed as a priority by the Health and Safety Committee.

Within sixty (60) days of the effective date of this Agreement, the parties agree to establish an Ad Hoc Committee of the Labor-Management Consultation Committee to review special working conditions of employees within this Unit. The Ad Hoc Committee will, within sixty (60) days of its formation, make appropriate recommendations to the President of the University through the Labor-Management Consultation Committee.

ARTICLE 19
NON-DISCRIMINATION

19.0 The University and the Union agree that there will be no discrimination in the application of this Agreement because of race, color creed, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, religion, physical handicap, or political affiliation. Nothing in this Section shall be construed to prevent an employee from exercising constitutional or statutory rights which may be available.
19.1 The parties recognize that Sexual Harassment is a form of sexual discrimination prohibited by law and this section.

19.2 Any charges of discrimination may be processed either by the appropriate administrative agency or through the negotiated grievance procedure.

ARTICLE 20
HOURS OF WORK

20.0 Workday

Except as provided in this Article, the regular workday shall begin at 8:30 a.m. and end at 5:00 p.m., inclusive of a lunch period.

20.1 Workweek

Except as provided in this Article, the regular workweek shall consist of five (5) consecutive eight (8) hours days, Monday through Friday, inclusive.

20.2 Continuous Operations and Shifts

a. The workday for employees in twenty-four (24) hours continuous operations shall consist of eight (8) continuous hours interrupted by a lunch break.

b. The regular workweek of employees in twenty-four (24) hours of continuous operations shall consist of five (5) consecutive eight (8) hour days.

20.3 Premium Pay

All employees working on Sunday shall have a twenty-five percent (25%) premium added to their hourly rate of pay for Sunday.

20.4 Flexible (Flexi) Schedules

The development of flexible schedules shall be a proper matter for Labor-Management Consultation meetings between the parties. Flexible schedules shall not be implemented to avoid the payment of overtime.

20.5 Change of Schedules

Except in cases of emergency, fourteen (14) days notice to the employees will be given for changes of schedules.
20.6 Holidays

The following paid holidays shall be recognized and observed:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
George Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

ARTICLE 21
LEAVES OF ABSENCE

21.0 Union

An employee who is elected or temporarily appointed to an elective office with the Union (Local 2087), Council 20, or the International Union, upon written request by the president of the Union, shall be granted a leave of absence without pay for the period of time for which elected or temporarily appointed, provided the granting of the request does not seriously disrupt that employee's unit or department's functional operation.

21.1 Council 20 or International

An employee who is selected for regular employment with the Union (Local 2087), Council 20, or the International Union, upon written request by the president of the Union, shall be granted a leave of absence without pay for not more than a year. Upon written request of the president of the Union the leave will be extended for additional periods, but in no case shall a leave and an extension exceed two years.

21.2 Union-Excused Absence

An employee who is elected or selected by the Union, upon five (5) days written request by the president of the Union, shall be granted an excused absence without pay for a period of time sufficient to attend conferences or conventions, provided, however, and except for executive officers of the Union, chief stewards, and stewards, not more than one employee from a department will be granted an excused absence at any one time.
21.3 Maternity/Paternity Leave

All regular full-time and part-time employees are eligible for maternity/paternity leave. The leave is granted at the request of the employee who may request the use of sick leave, vacation leave, compensatory leave, or leave without pay.

ARTICLE 22
SICKNESS OR INJURY LEAVE

22.0 Eligibility

An employee shall be eligible to receive sickness or injury leave (hereinafter referred to as "sick leave") in accordance with the provisions of this Article for:

a. Personal illness or incapacity over which the employee has no reasonable control or absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

b. To care for dependents with a contagious disease.

c. For medical, dental, psychological, optical, and optometrical examination appointments.

d. Physical examinations required by the University shall not be charged against an employee's leave.

22.1 Accumulation

a. All employee shall receive four (4) hours sick leave per pay period.

b. All employees shall begin to accrue sick leave as of the first day of hire, and the first day of hire shall coincide with the first day of a pay period.

c. An employee may accumulate an indefinite amount of sick leave during his/her tenure at the University.

d. Hours or days of sick leave accrued are to be recorded at the end of each pay period, and the balance of such sick leave shall be reflected on the employee's leave record each pay period.

e. The minimum charge for sick leave is one (1) hour. Additional charges shall be in multiples of one (1) hour.
f. Sick leave shall not be granted unless requested by the employee. Sick leave must be certified on the appropriate form before it is deducted from his/her credit. In the event this is impossible (due to hospitalization or confinement), sick leave may be deducted, but the department head must sign the leave form and, upon the employee's return to work, he/she must sign the form.

g. Employees shall be given the opportunity to use any accrued compensatory leave instead of sick leave if so desired.

h. Employees who have exhausted their sick leave and are still unable to return to work may request to be placed on any accrued annual leave, compensatory leave, advanced sick leave or leave without pay. University approval of sick leave requests shall be in writing.

i. When sickness lasting more than five (5) days occurs during a vacation, the period of sickness may be charged as sick leave and the charge against annual or compensatory leave shall be adjusted accordingly. Application for such substitution of sick leave for annual or compensatory leave shall be made within five (5) working days after the expiration of the vacation during which the sickness occurred and supported by medical authority.

j. An employee who transfers from one position to another position in the University shall be entitled to any unused sick leave, provided the transfer is not between different pay systems.

k. Employees who are laid off or on a leave of absence shall have available any unused sick leave previously earned, effective at the time they return to work.

l. An employee shall not be charged sick leave when his/her illness coincides with a holiday.

22.2 Notice and Proof of Sickness or Injury

An employee is responsible for notifying his/her department head of sickness or injury. This notification should be made at the beginning of the employee's work schedule, except when the failure to notify is due to circumstances beyond the control of the employee.

The department head may require the employee to submit a medical or otherwise appropriate certificate for absences of three (3) or more consecutive working days. If so, the employee must know of this request within three (3) working days of his/her return to work.
ARTICLE 23
BEREAVEMENT LEAVE

23.0 Statement

a. Bereavement Leave of three workdays with pay, without reduction in leave or service, will be granted all full-time employees immediately following the death of a member of the immediate family or household. Immediate family is defined as spouse, father, mother, legal guardian, son, daughter, brother, sister, and grandparents.

b. Leave with pay, without loss of vacation or other leave, may be granted to attend the funeral of a fellow employee. Such leave must be approved by the department head or supervisor and will be limited to employees in the same functional work unit as the deceased.

ARTICLE 24
JURY AND CIVIC DUTY LEAVE

24.0 Jury Duty Leave

a. An employee who is summoned for jury service shall be permitted to be absent from duties without loss of pay and without charge against any leave. If, after reporting for jury service, it is determined that the employee's services are not required and the employee is dismissed for the day, the employee shall return to work.

b. If an employee is paid for jury duty, such absence may be charged against vacation leave or leave without pay may be granted. If payment is the nominal fee for jury service, the check may be endorsed to the University and no vacation leave charge will be made.

24.1 Civic Duty Leave

a. An employee who is properly summoned to appear as a witness before a court or other public body to give testimony shall be permitted to be absent from duties without loss of pay and without charge against any leave.

b. If an employee is paid for his/her services, such absence may be charged against vacation leave or leave without pay may be granted. If payment is the nominal fee for service, the check may be endorsed to the University and no vacation leave charge will be made.
ARTICLE 25
MILITARY LEAVE

25.0 A leave of absence shall be granted to any University employee called to military service in accordance with the appropriate federal, state and District statutes.

ARTICLE 26
EMPLOYEE DEVELOPMENT LEAVE

26.0 Statement

Employee Development Leave may be granted to an employee for short periods to attend conferences, seminars, workshops, and for other professional purposes without loss of pay. Within available resources and with University approval, expenses incurred may be reimbursed to the employee.

ARTICLE 27
EDUCATIONAL LEAVE

27.0 Statement

a. The University shall provide an opportunity for all full-time employees to participate in and receive leave, with or without pay, for educational purposes to enhance skills or to meet needs of the University. Such leave shall not exceed one year at a time.

b. To receive educational leave with pay, the applicant employee must:

i. have been associated with the University for at least six (6) years; and

ii. show evidence of admission to a professional program of study in a college, university, or an approved research program, or other appropriate educational activity.

c. All employee benefits will continue during all periods of educational leave for those employees on paid leave. Those employees on leave without pay will continue to receive health benefits.
d. Employees who are granted educational leave pursuant to Subsection "c" above will be obligated to continue in the service of the University for at least one full year upon return to duty. If an employee does not continue in the service of the University for the required full year, the amount of earned salary will be converted to a loan receivable, payable immediately or within one (1) year from the date of separation.

ARTICLE 28
NEW CLASSIFICATION AND DEPARTMENTS

28.0 When a new classification covering work commensurate to that done by employees covered by this Contract is established at the University, the Union shall be immediately notified.

ARTICLE 29
CONTRACTING OUT

29.0 Policy

During the term of this Agreement, the University shall not contract out work presently performed by employees covered by this Agreement except where funding, manpower, and/or equipment are not available to perform such work or when it is determined that emergency conditions exist requiring such contracting out. When the contracting out is based on emergency conditions, the contracting out shall last only as long as the emergency conditions exist.

29.1 Notification

When it is determined that there is a need to contract-out under the provision of paragraph 29.0 above, the University shall negotiate the impact of such action with AFSCME.

ARTICLE 30
R-I-F PROCEDURES

30.0 Definitions

A. The term "Reduction-in-Force" as used in this Agreement shall mean the separation, reduction in pay, reduction in rank, furlough, reassignment, and/or transfer of a bargaining unit employee because of (a) lack of work; (b) lack of funds; (c) reorganization or realignment; and/or (d) displacement by an employee with greater retention rights who was displaced because of (a) through (c) of this section.
B. For purposes of this Article, grant-funded employees are individuals who are paid with funds made available to the University pursuant to a specific contract or other written agreement which is usually designed to carry out a particular purpose. These employees' terms of employment are generally for a fixed (not-to-exceed) period of time or on an intermittent basis. For purposes of this Article, only those grant-funded employees who have been designated as permanent employees pursuant to official personnel actions shall be considered permanent employees. However, all such appointments of these employees are subject to the duration of the specific grant under which they have been hired.

30.1 Career Service Employees

The RIF procedures set forth in District of Columbia Regulations, Chapter 24 (1984), shall apply to Career Service employees.

30.2 Educational Service Employees

A. For purposes of this Article, the University shall constitute the work unit.

B. The University will notify the Union of its intent to implement a reduction-in-force prior to notifying any potential affected employee. An affected employee must receive a ninety (90) day advance notice of a RIF action. All notices shall be issued by the President or his designee.

C. Positions to be reduced in force will be identified by title and grade/level (excluding consideration of the individual's step in the grade/level) within the work unit.

D. Order of Priority and Preference in Reduction-in-Force:

1. Competition within each title and grade/level will be resolved by the individual's standing within one of the employee categories as follows:

   Category 1 - Permanent full-time salaried employees
   Category 2 - Permanent part-time employees
   Category 3 - Probationary employees
   Category 4 - Temporary full-time employees
   Category 5 - Temporary part-time employees
   Category 6 - When Actually Employed (WAE) employees hired on an intermittent basis

Category 1 employees have the highest priority for retention. Category 6 employees have the lowest priority.
2. Competition between individuals within the work unit shall be determined by (a) veterans preference pursuant to University enabling legislation, and (b) length of service. Length of service shall be defined as all previous employment with the University of the District of Columbia and/or predecessor institutions. Length of service shall also include time guaranteed by the provisions of the University’s enabling legislation or the D.C. Comprehensive Merit Personnel Act. Any employee seeking credit for previous service time which may be guaranteed by enabling legislation or the D.C. Comprehensive Merit Personnel Act must provide official documentations.

E. A copy of the retention register will be provided to the Union ten (10) working days before the employees receive notice of a reduction-in-force.

F. Transfers

1. Before a reduction-in-force is made each competing employee shall be offered a transfer to a position, if one exists, for which the employee is qualified at the same grade and step, or to a higher grade subject to merit selection. If no such position is available, the employee shall be offered a transfer to a position at a lower grade for which he/she is qualified. If no such position is available, the employee shall have the right to a position at the same rate of pay or one with the least possible reduction in rate of pay thus displacing another employee who holds the position for which the competing employee is qualified.

2. An employee in a position identified for transfer from one department to another must be given an opportunity to transfer to the gaining department in lieu of separation or reduction in grade/level in the present department.

3. Concurrent with notification to employees, the Union shall receive a list of employees who will be transferred and the position to which they will be offered a transfer. Management will consult with the Union regarding any problems resulting from transfer.

4. Employees who are transferred to a lower position as a result of a reduction-in-force shall maintain their present rate of pay for one (1) year.

G. Permanent full-time employees impacted by a reduction-in-force shall, in lieu of separation from the University, be given the opportunity to fill any part-time, temporary, or WAE positions existing at the University.

H. Lay-Off and Recall
1. An employee who is terminated during a reduction-in-force shall be placed on a preferential hiring list. The Preferential Hiring List shall be maintained for two (2) years.

2. An employee listed on the Preferential Hiring List shall have a right to priority consideration for positions that become open in the University for which he/she is qualified. A list of open positions will be maintained by the Office of Personnel with a copy to the Union.

3. Hiring preference will be based on the inverse order of reduction in the work unit. An employee shall not be recalled out of order except where it is determined that the more senior employee does not meet the requirements for the position.

ARTICLE 31
MERIT AND INCENTIVE AWARDS

31.0 Policy

a. The University, realizing the need to recognize individual achievement and performance exceeding the normal levels of job expectations, shall follow the guidelines of this Article in awarding recognition to its employees.

b. The University and AFSCME may jointly establish awards and other forms of recognition which are not mentioned in this Article as long as they are awarded fairly and equitably.

c. AFSCME and the University shall consult on the development of any procedures necessary to implement the provisions of this Article.

31.1 Effect of Quality Increases on Within Grade Increases

Employees who receive quality increases shall receive, in addition, their within grade step increases, within University budgetary constraints, at the regular anniversary date.

31.2 Employee Suggestions

Employee suggestions submitted to the University shall be acknowledged by the appropriate office or committee within five (5) working days after receipt. All suggestions shall be given thorough and fair consideration as promptly as possible; toward this end, a status report shall be sent to the suggestor within sixty (60) calendar days of receipt of the suggestion.
ARTICLE 32
WAGES AND OTHER BENEFITS

32.0 Negotiated Compensation Issues

All compensation issues concluded in the compensation negotiations for compensation units numbers 1, 2, 11, and 15, are hereby incorporated into this Agreement by this reference.

32.1 Local Agreement

Pursuant to Section 204 of the District of Columbia Government Comprehensive Merit Personnel Act (1978), D.C. Law 2-139 (D.C. Code Title 1, Chapter 6, Subchapter 11, Section 1-602 et. seq.), this Agreement shall not reduce any existing benefits until such time as AFSCME and the University mutually agree to such changes in writing.

32.2 Benefits Guaranteed

Matters, including compensation issues, not specifically covered by this Agreement shall be provided to employees as contained in law, regulations, and contracts effective as of October 1, 1987.

ARTICLE 33
DISCIPLINE

33.0 Policy

A. All disciplinary actions against employees shall be administered fairly and equitably in accordance with applicable laws, rules, regulations, policies, and the provisions of this Agreement.

B. Disciplinary actions shall be corrective and not punitive and shall be taken only for cause.

C. Disciplinary actions shall be appropriate in type and severity to the cause giving rise to the disciplinary action. Disciplinary actions shall be progressive unless the infraction by the employee constitutes irreparable harm to the University or its employees.

D. If a supervisor or manager 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.
E. No recording or stenographic devices may be used in the disciplinary process, including interrogation, except by mutual agreement.

F. The proposing official shall not be the deciding official, except when the proposing official is the University President. If the proposing official is the University President, the deciding official shall also be the University President.

G. The deciding official for admonishments and reprimands shall be a University official in the subject employee’s supervisory chain of command, organizationally superior to the proposing official unless the proposing official is the University President.

H. The deciding official for all suspensions, demotions, and discharges shall only be the University President.

I. Where an employee against whom adverse action is proposed asserts that the infraction or deficiency is attributable to alcoholism, drug dependence, or an emotional disturbance, the employee will be given a reasonable opportunity to alleviate the alcoholism, drug dependence, or disturbance through the University’s Employee’s Assistance Program. If the employee fails to demonstrate improvement, then that failure may be considered in assessing the severity of penalty for future infractions.

J. Unchallenged or sustained disciplinary action shall remain a part of the employee’s record for a maximum of two (2) years from the date of issuance. The time limit of two (2) years shall also be the maximum time for the purpose of accumulation.

K. The time limits set forth herein may be extended by mutual consent of the parties.

33.1 Definitions

A. Admonishment (letter of counseling): The step preceding formal discipline which cautions or advises an employee as concerns the employee’s conduct for cause. Admonishments are not controlled by the procedural requirements of formal discipline; however, they shall describe employee violation of a specific standard of conduct or work performance, state when it occurred, suggest corrective measures to be taken by the employee, and the possibility that future violations might result in disciplinary action.

B. Cause: For the purpose of this article, cause shall be defined as in D.C. Code, Sec. 1-617.1 (d), (1981 ed.) or as amended. All amendments shall be subject to negotiations.
C. Deciding Official: The University official authorized to make final decisions on the disposition of advance notices of proposed disciplinary action.

D. Discharge: The disciplinary removal of an employee from the service of the University for cause.

E. Disciplinary Action: Any of the specific actions covered by this Article taken for cause.

F. Discipline: The positive application of rules of conduct and behavior for cause in order to maintain a state of order with regard to established applicable laws, rules, and the terms of this Agreement.

G. Disinterested Designee: The official designated by AFSCME and the University who, pursuant to section 33.4 of this Article, chairs the Impartial Review Panel.

H. Impartial Review Panel: The joint AFSCME/University committee composed of three (3) to five (5) members, including one mutually appointed chairperson and the remaining members appointed equally by AFSCME and the University. The panel's task is, in proposed disciplinary actions, to conduct non-adversary fact-finding conferences and to make recommendations on the disposition of a proposed action to a deciding official. University employees shall not be impaneled who are from the same organizational unit (e.g., Physical Plant, Media Services, etc.) as an employee whose case is being reviewed by the Panel.

I. Interrogation: The questioning of an employee who, at the time of such questioning, appears to be a likely or potential target or subject of disciplinary action.

J. Proposing Official: the official signing an advance notice of proposed disciplinary action. The proposing official for reprimands shall be any University official in the subject employee's chain of command. For suspensions, demotions, and removals from service, the proposing official shall be the subject employee's Vice President or other University official (in employee's chain of command) reporting directly to the President.

K. Reprimand: A disciplinary action for cause which is a written notice to an employee that his/her performance or conduct as it relates to the job is not satisfactory.

L. Suspension: A disciplinary action for cause which places an employee in a temporary absence-from-duty and non-pay status.
33.2 Employee Rights (Disciplinary Action)

A. Employees shall be entitled to representation by AFSCME or an attorney provided at the employee's own expense at every level of the disciplinary process.

B. No employee shall be required to submit to interrogation by the University if the information sought is for use against such employee in a disciplinary proceeding, unless the employee is notified in writing in advance of the interrogation of his/her right to have AFSCME or personal representation present.

C. Employees shall not be requested to sign a statement regarding misconduct unless the employee is informed of his/her right to have AFSCME or personal representation present. If an employee waives the right of representation, the employee may be requested, but not required, to sign such a statement. Prior to signing a statement, the employee shall be informed that he or she may make such modifications or deletions or corrections in the statement that he or she deems necessary or appropriate. Any statements or admissions obtained in violation of the provisions of this Article shall not subsequently be used in any disciplinary proceeding. A copy of any statement subject to the provisions of this section (signed or unsigned) shall be supplied to the employee at the time the employee is requested to sign the statement. Nothing in this subsection shall be taken to mean that an employee in the EAP cannot have adverse action taken against him/her.

D. In all disciplinary proceedings the employee shall be presumed innocent until proven guilty; therefore the burden of proof on all matters shall rest upon the University.

E. Employees against whom disciplinary action is proposed shall be retained in a pay status (active or administrative leave) until final University decision has been reached.

F. A copy of any material part of the record of the disciplinary action at the University level shall be supplied to the subject employee or his/her representative.

G. Employees found to have been improperly disciplined shall be made whole with respect to pay, benefits, seniority, and all other employment rights.

H. Employees shall not be coerced, intimidated, or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages, or working conditions as the result of the exercise of rights under the provisions of this Article.
33.3 Advance Notice of Proposed Discipline

A. The University will propose adverse action against employees within thirty (30) days of the infraction constituting cause or within thirty (30) days of when the employee's supervisor learns or should have learned of the infraction.

B. Employees against whom disciplinary action is recommended shall receive at least thirty (30) full days advance written notice stating any and all causes of which the employee is charged and the reasons, specifically and in detail, for the proposed action. Final action shall not become effective during the advance notice period. AFSCME shall be notified in writing of any proposed discipline simultaneously with the employee who is subject of the proposed notice.

C. The material upon which the notice is based and which is relied upon to support the reasons given in the notice, including statements of witnesses, documents, reports of investigations or extracts therefrom, shall be made part of the notice.

D. Material which cannot be disclosed to the employee shall not be used to support reasons given in the notice for the proposed disciplinary action. The first day of the notice period shall be the day following the date on which service is made to the employee. Service of notice shall be made in person if possible; if not, service shall be made by registered or certified mail, return receipt requested.

E. Employees shall be entitled to not less than thirty (30) calendar days in which to answer the advance notice of proposed disciplinary action. The answer shall be in writing, and shall contain affidavits and other documentary evidence in support. Employees' right to answer shall include the right to make any relevant presentation which the employee believes might affect the final decision on the proposed action. The University shall provide the employee with administrative leave not to exceed twenty (20) hours, unless an extension has been mutually agreed upon.

33.4 Impartial Review Panel

A. All proposed disciplinary actions and employees' answers shall be reviewed by an Impartial Review Panel. The Impartial Review Panel shall receive employee answers; hold non-adversary fact-finding conferences on the matter; and make thorough written reports containing findings of fact, discussion of facts, conclusions of law, together with recommendations with respect to the decision to be made to the Deciding Official. The Panel should endeavor to present unanimous opinions. In the
absence of unanimous opinions, majority opinions should be attempted. If a minority opinion is reached, minority reports may also be filed for consideration.

B. In no case may an Impartial Review Panel recommend or suggest a penalty greater than that proposed in the advance notice. The Panel's recommendation shall be made to the Deciding Official within forty-five (45) calendar days of receipt of the employee's answer. Impartial Review Panel reports shall become part of the record of the disciplinary action and shall be made available to the Deciding Official and the employee and his or her representative simultaneously.

33.5 Final Notice of Disciplinary Action (Decision)

A. The Deciding Official shall either sustain, reduce or dismiss the proposed disciplinary action and shall so notify the employee through a final notice of disciplinary action. The final notice of disciplinary action shall be issued by the Deciding Official and shall constitute the final agency decision for the purpose of appeal. Employees shall be given final notices in writing, dated, and signed by the Deciding Official and unless the decision is to withdraw or dismiss the advance notice of proposed action, the final notice shall:

i. state whether the penalty proposed in the advance notice is sustained or reduced or withdrawn; and if sustained or reduced, on what basis;

ii. state which of the causes among those for which the employee has charged in the advance notice of proposed disciplinary action have been sustained and which have not been sustained;

iii. for all sustained causes state all reasons, specifically and in detail, on which the final notice is based;

iv. contain all factual material upon which the final notice is based and which was relied upon to support the reasons given in the final notice;

v. inform the employee of his or her right to appeal the decision contained in the final notice in accordance with Section 33.6 below;
vi. state the effective date of the
action and the time limit for filing
a grievance under Section 33.6 of
this Article;

vii. attach a copy of the OEA appeal
form and state the location where
OEA regulations may be reviewed, or
copies of this Article as appropriate;

viii. inform the employee of his/her right
to be represented in appeals by AFSCME
or other representation provided at
the employee's own expense;

ix. state the names, work location, and
work telephone numbers of the Chief
Steward and Local Union President.

B. The Local Union President shall be advised of the
name and work location of all employees against whom a final notice
disciplinary action has been served. Two copies of the final
notice shall be served upon the employee (as specified in Section
35. A) and one forwarded to the Local Union President in care of
the Union. Service of Notice shall be made by personal delivery
if possible. If service cannot be effectuated by personal delivery,
it shall be made by registered or certified mail, return receipt
requested, to the last known address.

33.6 Appeals of Disciplinary Actions

A. Appeal of final notice of suspension for fifteen (15)
days or longer, demotion, or discharge shall be through the
Grievance Article, Section 34.4, E. The time limit for filing such
an appeal shall be thirty (30) days after receipt of the final
notice.

B. Appeal of lesser penalties shall be to the D.C. Office
of Employee Appeals (OEA) within fifteen (15) days after receipt
of the final notice, in accordance with regulations of that office.

C. An appeal from the final notice of disciplinary action
shall not serve to delay the effective date of the decision by the
University.

D. Unadjudicated appeals to OEA upon which appeals
to arbitration are based shall be heard and decided by the
arbitrator prior to their hearing the case giving rise to the
arbitration.
33.7 Emergency Action

If the alleged misconduct by the employee constitutes a threat to the safety of other employees or damage to University property, administrative leave with pay may be imposed or the employee may be immediately detailed to a new worksite.

ARTICLE 34
GRIEVANCE RESOLUTION PROCESS

34.0 Principle

Legitimate problems and differences of opinion may and will arise between the University as an employer and its employees. AFSCME and the University recognize the importance of settling disagreements and misunderstandings promptly and in a manner which will promote fairness, human dignity, good management, and good labor-management relations. Toward this end, it shall be the responsibility of the Employer to create and maintain a work environment wherein an employee’s grievance may be freely identified, presented, discussed, and given fair, prompt consideration. The University shall make every effort to settle grievances equitably and expeditiously. Employees shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

34.1 Scope of Grievance Procedure

This grievance procedure shall apply to formal complaints of employees, a group of employees or the Union concerning the application of or interpretation of specific laws, rules, and terms and conditions of employment.

34.2 General

A. All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. If the grievance is not resolved by the Employer in the period provided for in a particular step, then the next step can be invoked. If a party fails to pursue any step within the time limits involved, he shall have no further right to pursue the grievance.

B. The grievance shall be dated and signed by the aggrieved employee and/or the Union representative, if any. Written grievances must contain a factual description of the circumstances giving rise to the grievance, contract article violated, and relief requested.
C. If the Union is not a party to a proceeding under this Article, then the disposition of the dispute shall not be a precedent with respect to the Union or the Agreement. A grievance which has been submitted may be withdrawn by the employee or the Union at any step of the procedure without prejudice to the position which the Union may take in handling another grievance.

D. The Employer shall allow the employee and/or the employee's Union representative(s) an adequate amount of official time to present and pursue the grievance in accordance with this procedure.

E. The Employer shall maintain records of the grievance once filed. The Employer, with the employee’s consent, shall make the grievance record available to the Union representative (or the employee) upon request. A copy of all grievances filed at Step Two or above shall be submitted simultaneously to the University’s Office of Personnel.

F. Attendance at meetings shall be limited to those persons involved in the grievance, including Union representation.

G. The Employer shall conduct any meetings provided for in this Article at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses, where appropriate. The Employer shall hold such meetings during working hours. The Employer shall excuse, with pay, all employees who are present.

H. Either the employee(s) or the Union shall, at its option, raise a grievance. If raised by the Union, the employee(s) may not thereafter raise the grievance themselves; and if raised by the employee(s), they may not thereafter cause the Union to raise the same grievance independently. Any grievance raised by the Union must identify the employee or group of employees on whose behalf it is raised.

I. No recording device shall be utilized in this procedure except when mutually agreed to by both parties.

J. All grievances shall be presented in writing.

K. Employee(s) shall be compensated for their required participation in the grievance process outside their normal duty hours.
34.3 Representation

A. Employees shall, at their option, be represented by the Union in processing a grievance.

B. The Employer's representative at Step One of the grievance procedure shall be the employee's immediate supervisor or the management official designee at the level where the grievance allegedly occurred.

34.4 Procedure

The following procedure shall be the means of resolving grievances:

A. Step One

Either the employee(s) and/or the Union must discuss the grievance with the supervisor within seven (7) working days of the occurrence of the alleged violation or within seven (7) working days from the date on which the employee knew or reasonably should have known of the alleged violation, but in no event later than two (2) years from the date of the alleged violation. The supervisor shall attempt to adjust the matter at that time, but in no event later than seven (7) working days after submission of the grievance.

B. Step Two

If a grievance is not settled at Step One, then, within seven (7) working days of the day on which the supervisor's response is due, the employee(s) and/or the Union shall submit the grievance in writing to the appropriate management official at the next level, with a copy to the Office of Personnel. Upon receipt of a grievance, the management official or his designee shall schedule a meeting with the parties on the grievance and shall render a written response to the employee and the Union within seven (7) working days.

C. Step Three

If a grievance is not settled at Step Two, then, within seven (7) working days of the day on which the management official's response is due, the employee(s) and/or the Union shall submit the grievance in writing to the appropriate management official at the next level. Upon receipt of a grievance the management official or his designee shall schedule a meeting with the parties and shall render a written response to the Union and to the employee within seven (7) working days.
D. Step Four

If the grievance is not settled at Step Three, the employee and/or the Union may submit the grievance in writing within seven (7) working days from the date the response was due at the third step, stating areas of dissatisfaction and further relief desired. The President, or his or her designee, shall schedule a meeting with the parties on the grievance within seven (7) working days after the receipt of the grievance. The President or his or her designee shall issue a written response to the employee and the Union within seven (7) working days. However, the parties by mutual agreement may dispense with the meeting at this step. In such case, the President, or his or her designee, shall issue a written response within seven (7) working days after the agreement not to meet.

E. Step Five

Appeal of the decision at Step Four above shall be as follows:

1. Grievances involving terms and conditions of employment and alleging a violation of the terms of this Agreement shall go to arbitration as set forth below:

   a. Within twenty (20) working days of the decision at Step Four, the Union may invoke arbitration by submitting a written request to the American Arbitration Association for seven (7) impartial persons qualified to act as arbitrators. The Union shall send a copy of the request to the Employer, in which there is stated precisely the specific provision(s) of the Agreement involved.

   b. Within seven (7) working days after receipt of the list, the parties shall meet. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union shall each strike one of the arbitrator's names from the list of seven (7) and will repeat the procedure. The remaining person shall be the duly selected arbitrator.

   c. The arbitrator shall hear and decide only one (1) grievance in each case, unless the parties mutually agree to submit more than one (1) grievance. He shall not be bound by formal rules of evidence. He shall be bound by and must comply with the terms of this Agreement. He shall have no power to delete or modify, in any way, any of the provisions of this Agreement. He shall have the power to make appropriate awards. The arbitrator shall have no authority to reverse the following actions by the University, but shall have authority to remand such actions for violations of applicable procedure: (1) Termination of a temporary promotion within a maximum period of two years
which returns the employee to the position from which the person was temporarily promoted, or reassignment of an employee to a different position that is not at the lower grade or level than the position from which temporarily promoted; (2) Non-adopton of a suggestion; (3) Disapproval of a discretionary cash or recognition award; or (4) the non-selection for promotion or appointment from a group of duly certified, qualified candidates. The arbitrator is not within the jurisdiction of the Board of Trustees. The arbitrator shall have no authority to alter the substantive content of any resolution, policy or procedure of the Board of Trustees but shall have the authority to limit the adverse impact of such resolutions, policies, or procedures.

2. Grievances involving terms and conditions of employment and alleging violations of other than this Agreement shall go to the D.C. Office of Employee Appeals (OEA) and shall be filed within fifteen (15) days of the University's final decision as required by OEA regulations.

3. The parties may, by mutual written agreement, allow appeal to OEA or by arbitration where the opposite is required by the above provisions. Such agreement must be in writing and signed by duly authorized representatives of the Union and the University.

4. At each step of the grievance after Step One, the employee shall state in writing his/her reason(s) for dissatisfaction with the decision at the previous level.

34.5 Decisions

At each step of the grievance procedure the appropriate University official shall issue a decision within the specified time. All grievance responses shall be in writing and shall include a specific finding on each claim for relief and state the reasons therefor.

34.6 Arbitration

The arbitrator's award shall be final and binding, provided that it does not contradict applicable statute.

ARTICLE 35
GENERAL PROVISIONS

35.0 Gender Reference

All references to employees in this Agreement designates both sexes, and whenever the male or female gender is used it shall be construed to include male and female employees.
35.1 Work Rules

The University agrees that proposed new work rules and revision of existing work rules shall be subject to consultation.

35.2 Career Ladders

AFSCME and the University shall develop through the Labor-Management Consultation Committee an upward mobility program. The establishment of career ladders shall be a subject of the Consultation Committee meetings.

35.3 Job Descriptions

a. Upon request, employees shall be provided their official job description.

b. Employees shall be notified when job descriptions are updated.

c. If a phrase such as, "other duties as assigned," is contained within a job description, it shall mean only those other duties directly and reasonably related to the critical functions of the position.

35.4 Position Reclassification (Desk Audits)

a. A position description should be rewritten whenever a supervisor makes significant changes in an employee's major duties and responsibilities. A determination whether the significant changes in an employee's major duties and responsibilities warrant reclassification will be as a result of an employee desk audit conducted by a Position Classification Specialist.

b. An employee, through the supervisor, may request a desk audit. Such desk audit must be conducted within thirty (30) days and a new Position Description and Reclassification, if warranted, be completed within sixty (60) days.

35.5 Mass Relocations

Except for emergency, health, and safety protection, the University agrees not to mass transfer or to relocate any organizational unit or group of employees without first consultation with AFSCME concerning the steps to be taken in order to prevent adverse working condition impact.
35.6 Transfers and Reassignments

Transfers and reassignments requested by employees to positions in the same classification within the University may be effected by mutual agreement.

35.7 Temporary Detail

Official Personnel action must be completed prior to an employee being detailed to another position. The Personnel action must specify the period of time of the detail, and the salary shall be commensurate to the detailed position.

Employees on detail to a higher grade shall be temporarily promoted and receive pay for the higher position. Employees on detail to a lower grade position shall maintain the pay for their original position. This provision shall not apply to employees detailed to training programs.

35.8 Parking

Employees purchasing parking tickets from the University for an academic year (both Fall and Spring Semester) will get a 5% discount from the cost of purchasing if purchase is made prior to the start of the Fall Semester. Summer parking fees will be assessed separately and will not be subject to the discount.

35.9 Manning Charts

All manning charts and appropriate records in Personnel shall accurately reflect employee(s) classification.

ARTICLE 36
DISTRIBUTION AND PRINTING

36.0 Distribution

Both parties shall be responsible for the dissemination of this Agreement to its own constituent group. The Employer agrees to provide the Union with sufficient copies of this Agreement within thirty (30) days.

36.1 Printing

The cost of printing this Agreement shall be borne entirely by the Employer.
ARTICLE 37
STRIKES AND LOCKOUTS

37.0 Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

37.1 Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE 38
SAVING CLAUSE

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

ARTICLE 39
DURATION

This Agreement shall be effective as of the 3rd day of August, 1988, and shall remain in full force and effect until the 30th day of September, 1990. It shall be renewed for an additional six (6) month period thereafter unless either party shall notify the other in writing not more than ninety (90) days nor less than sixty (60) days prior to the termination date stated above that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until a new Agreement becomes effective.
APPENDIX A
§ 1-618.6. Employee rights.

(a) All employees shall have the right:

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

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

(3) To bargain collectively through representatives of their own choosing as provided in this subchapter.

(b) Notwithstanding any other provision in this chapter, an individual employee may present a grievance at any time to his or her employer without the intervention of a labor organization. Provided, however, that the exclusive representative is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the complaint. Any employee or employees who utilize this avenue of presenting personal complaints to the employer may not do so under the name, or by representation, of a labor organization. Adjustments of grievances must be consistent with the terms of the applicable collective bargaining agreement. Where the employee is not represented by the union with exclusive recognition for the unit, no adjustment of a grievance shall be considered as a precedent or as relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances. (1973 Ed., § 1-347.6; Mar. 3, 1979, D.C. Law 2-139, § 1706, 25 DCR 5740.)

Section references. — This section is referred to in §§ 1-618.2 and 1-618.4.

Legislative history of Law 2-139. — See note to § 1-601.1.
APPENDIX B
## UNIVERSITY OF THE DISTRICT OF COLUMBIA

### UNIVERSITY PERFORMANCE APPRAISAL PROGRAM (UPAP)

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Social Security No.</th>
<th>Department/Division</th>
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<tr>
<th>Position Title</th>
<th>Pay Grade</th>
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<table>
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<tr>
<th>Supervisor Name</th>
<th>Rating Period</th>
<th>Date Issued</th>
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### PERFORMANCE PLAN AND APPRAISAL FORM

#### INSTRUCTIONS

The University Performance Plan and Appraisal Form is used to record an employee’s work performance and progress over a one-year period. It includes critical and non-critical functions, performance standards, actual achievements and the performance rating.

There are three phases to the appraisal process: (1) Development of the plan, (2) Work progress review, and (3) Performance appraisal.

#### Development of the Plan

The immediate supervisor (Rating Official) is responsible for developing the performance plan in concert with the employees. Each phase, especially the performance standards, must be communicated to the employee (Section 1). The employee’s signature means that section 1 has been discussed. The employee must be given a copy of the document.

1. Plans must include all major and important functions of that employee. Functions should be marked critical or non-critical. Standards must express the satisfactory level of performance for each function. The above must be communicated at the beginning of the rating period. Critical functions are defined as components of an employee’s job that are of sufficient importance that performance below the minimum standard required by management requires remedial action and may result in the denial of a within-grade increase, removal or reduction in grade. Such action may be taken without regard to performance on other components of the job. Critical functions may be identified by the supervisor by asking some of the following questions about each performance function:

- How much time is spent on the activity? A high percentage of time spent does not necessarily mean that the function should be designated as “Critical,” but it is a strong indicator.
- What is the impact of inadequate performance? Would inadequate performance have significant impact on the mission of the work group?
- Is there a significant consequence for errors? Could inadequate performance cause serious damage to the program or cause a significant loss of time or money?

- Does the function involve activities which are mandated by law, regulation or higher managerial priorities? Would inadequate performance result in the work unit’s inability to perform these mandated activities?

Single critical and/or non-critical performance functions should be avoided.

#### B. Performance standards are expressions of performance goals which are stated in terms of quantity, quality, timeliness, or other effectiveness measures. Performance standards should be achievable by a competent employee and they must be within the employee’s control.

#### C. Disagreements between the supervisor and the employee regarding the contents of the performance plan may be referred to the approving official for review and recommendations. However, the decision of the approving official is final. Identification of job functions and performance standards are not grievable. (If a review by the approving official is made, he/she should sign Item 5, Section 1).

#### Progress Review Phase

Progress reviews may be conducted at any time during the performance appraisal period and may be initiated by either the rating official or the employee. One progress review meeting is required. A formal progress review must be initiated and conducted by the rating official within 30 days of the semi-annual point of the appraisal period.

The purpose of the progress review is to discuss the employee’s success in meeting the performance standards and the need for changes in either the functions or performance standards if duties, priorities, resources or work unit objectives have changed.

THE PERFORMANCE PLAN MAY BE CHANGED AT ANY TIME DURING THE PERFORMANCE PERIOD IF IT NO LONGER REFLECTS CURRENT REALITIES. IT SHOULD NOT BE CHANGED SIMPLY BECAUSE THE EMPLOYEE IS NOT PERFORMING UP TO STANDARD. ANY CHANGE MUST BE INITIATED BY BOTH PARTIES.
## SECTION 1 - PERFORMANCE PLAN

<table>
<thead>
<tr>
<th>Item 1: JOB FUNCTION</th>
<th>Item 2: CRITICAL (C) NON-CRITICAL</th>
<th>Item 3: PERFORMANCE STANDARD</th>
</tr>
</thead>
</table>

### ITEM 4: PERFORMANCE PLAN ACKNOWLEDGED

- Supervising Official: (Signature)  
  Date: __________________________
- Employee: (Signature)  
  Date: __________________________

### ITEM 5: PERFORMANCE PLAN REVIEW

- Reviewing Official: (Signature)  
  Date: __________________________
SECTION III - ANNUAL PROGRESS REVIEW / FINAL ACHIEVEMENT RATING COMMENTS

Rating Official:

Employee:

Rating Official (signature) Date Employee (signature) Date

SECTION IV - Performance Appraisal and Rating (Instructions)

NOTE: An employee must have had a ninety (90) day warning prior to the end of the current rating period if it is intended that employee unsatisfactory.

The rating official, in preparation for the appraisal interview should: (1) determine employee's actual achievements and enter them on the performance plan, (2) review the purpose and objectives of a performance appraisal, (3) be aware of and minimize any personal biases and subjectivity concerning the employee, and (4) not confuse performance with personality.

Actual accomplishments are compared against agreed upon performance standards (Section II, Item 1 to Section I, Item 3). Rating for each performance standard is entered in Section II, Item 2. The levels of performance are: Exceeded - Met Not Met. Based on the ratings given each performance standard the official assigns a rating to each job function (Section II, Item 3). The job function rating levels are the same as the performance standard rating levels. However, there are different definitions and criteria:

- Exceeded: Most performance standards rated "exceeded" with none below met.
- Met: All performance standards rated at least level "Met".
- Not Met: One or more standard rated "Not Met".

Based upon the ratings assigned to the job functions and applying the prescribed formula, an overall rating is recommended by the rating official as defined in Section IV, Item 1.

The employee and the rating official should sign the appraisal portion of the plan. The employee's signature does not signify agreement with the rating. It does certify that the items were discussed. Should the employee disagree with the rating a written response must be submitted within five working days of the approving official (the supervisor's supervisor).

All ratings of "unsatisfactory" or "outstanding" must be supported by a comprehensive written justification. Comprehensive means at least two typewritten pages. The rating

official will forward all completed appraisal documents to the approving official in accordance with published schedules. The approving official will review the completed appraisal documents and the employee's comments and will assign the final overall rating. A copy of his/her completed appraisal document will be provided to the employee. Final level of achievement ratings may be grieved under applicable administrative Personnel Policy procedures for the AFSCME Agreement but not both.

M 1: RATING DEFINITIONS

Standing: Exceeds standards for all critical and all non-critical functions.
Excellent: Exceeds standards for all critical and none below met in non-critical.
Satisfactory: Meets the standard for all critical and most non-critical functions.
Marginal: Fails to meet established standards for one critical function.
Unsatisfactory: Fails to meet established standard for more than one critical func

M 2: Recommended Summary Rating

Outstanding □ Excellent □ Satisfactory □ Marginal □ Unsatisfactory □

Rating Official (signature) Date Employee (signature) Date

M 3: FINAL RATING

Standing □ Excellent □ Satisfactory □ Marginal □ Unsatisfactory □

Approving Official - Rating Official's Supervisor (signature) Date
On this 21st day of January, 1988, and witness thereto the parties hereto have set their signature.

FOR THE DISTRICT OF COLUMBIA

Mark H. Levitt
Acting Director, Office of Labor Relations and Collective Bargaining
1/21/88

Stephen A. McDowell
Acting Deputy Director, Office of Labor Relations and Collective Bargaining
1-21-88

Melvin Harris
Principal Labor Relations Officer, Office of Labor Relations and Collective Bargaining
1/21/88

FOR THE UNIONS

Donald Wasserman
Negotiator, Council 20
American Federation of State, County and Municipal Employees
1/21/88

John Mulholland
Negotiator, Council 211
American Federation of Government Employees
1/21/88

Edward Korzen
Negotiator, Local 1714
International Brotherhood of Teamsters
1/21/88

James Weber
Negotiator, International Brotherhood of Police Officers/National Association of Government Employees
1/21/88

Joseph Cooke
Negotiator, Local 2336
Communications Workers of America
1/27/88
APPROVAL

This Compensation Agreement between Compensation Units 1 and 2 and the District of Columbia Government dated JAN 21 has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (D.C. Code, Section 1-618.15 (1987 Repl.)) and is hereby approved this 21st day of April, 1988.

[Signature]
Mayor
NEGOTIATING TEAMS

AFSCME, Local 2087
Cornelius E. Brown, III
Mary Ann Banta
William W. Barnes
L. Jean Carper
Beverly B. Gurley
Lionel R. Hope
Garland A. King, Sr.
Juanita Ladson
Shirley Ann Massey
LaValle E. Perkins
Pamela Pinnock (AFSCME Int'l)
Jeanie A. Royal
Patricia E. A. Seifu

UDC
Aquila Gilmore, Jr.
Gilbert A. Downing
Joseph A. Julian, III
W. Sue Reddick

FOR THE UNIVERSITY:

Aquila Gilmore, Jr.
Chief Negotiator

Rafael L. Cortada
President

Nira H. Long
Chairman of the Board

FOR THE UNION:

Cornelius E. Brown, III
Chief Negotiator and
President, Local 2087

Signed and dated this 3 day of August, 1988.