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OFFICE OF THE  
SECRETARY

MURIEL BOWSER  
MAYOR

FEB 10 2017

The Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
1350 Pennsylvania Avenue N.W., Suite 504  
Washington, D.C. 20004

Dear Chairman Mendelson:

I am pleased to forward to you, for your introduction and Council consideration, a Proposed Resolution to be cited as the **“Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Student Transportation and Teamsters Local 639 Approval Resolution of 2017.”** The negotiated compensation and working conditions bargaining agreement covers October, 2016 through September, 2019 for certain employees (including bus attendants and motor vehicle operators) of the District of Columbia Office of the State Superintendent of Education, Division of Student Transportation who are represented by the Teamsters Local 639.

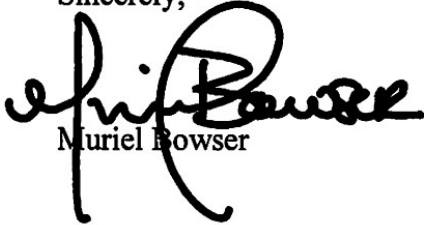
The Agreement provides that commencing the first full pay period beginning on or after October 1, 2016, the salary schedules of employees employed in the bargaining unit as certified and assigned by the Public Employees Relations Board to Teamsters Local 639, shall be adjusted by three percent (3%). The parties have agreed to reopen compensation negotiations for Fiscal Years 2018 and 2019.

The Agreement provides a number of benefits to bargaining unit employees, but the Agreement does not abrogate, supersede, or otherwise limit employees’ statutory rights, including those rights guaranteed under the Accrued Sick and Safe Leave Act of 2008 (D.C. Official Code § 32-131.01 et seq.). For instance, the Accrued Sick and Safe Leave Act of 2008 preempts the Agreement and governs whenever an inconsistency exists between the two, such as the Act’s definition of “family member” (D.C. Official Code § 32-131.01(4)) and the Act’s provision of paid leave (D.C. Official Code § 32-131.02).


Along with the resolution, I am providing the Council with a Statement of Legal Sufficiency prepared by the Office of the Attorney General as well as a Fiscal Impact Statement prepared by the Office of the Chief Financial Officer. During negotiations, the Office of Labor Relations and Collective Bargaining discussed all related costs with representatives of the Office of the City Administrator and the Office of Budget and Planning, and, by all indications, the costs of the contract have been included in the proposed budget for fiscal years 2016 through 2019.

I appreciate your attention to this important legislation that directly benefits District of Columbia employees. Please contact me or Lionel C. Sims, Jr., Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser". The signature is stylized with a large, looping initial "M" and a long, sweeping underline that extends to the right.

Muriel Bowser

  
Chairman Phil Mendelson  
at the request of the Mayor

**A PROPOSED RESOLUTION**

**IN THE COUNCIL OF THE DISTRICT OF COLUMBIA**

Chairman Phil Mendelson, at the request of the Mayor, introduced the following resolution that was referred to the Committee on \_\_\_\_\_.

To approve the negotiated compensation collective bargaining agreement submitted by the Mayor for employees employed by District of Columbia Office of the State Superintendent of Education, Division of Student Transportation who are represented by Teamsters Local 639.

**RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA**, that this resolution may be cited as the “Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Student Transportation and Teamsters Local 639 Approval Resolution of 2017”

Sec. 2. (a) Pursuant to Section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code 1-617.17(j) (2001 ed.), the Council of the District of Columbia approves the agreement and attached related pay schedules, of the contract negotiated through collective bargaining between the Government of the District of Columbia and Teamsters Local 639, Affiliated with the International Brotherhood of Teamsters, which was transmitted to the Council by the Mayor on February 10, 2017.

Sec. 3. Fiscal Impact Statement.

33           The Council adopts the fiscal impact statement in the committee report as the fiscal  
34 impact statement required by section 602 (c)(3) of the District of Columbia Home Rule Act,  
35 approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-233(c)(3)); D.C. Code § 1-  
36 206.02(c)(3) (2001 ed.).

37           Sec. 4. The Secretary of the Council shall transmit a copy of this resolution, upon its  
38 adoption, each to the Board, to Teamsters Local 639, and the Mayor.

39           Sec. 5. This resolution shall take effect immediately.

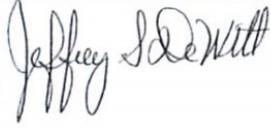
Government of the District of Columbia  
Office of the Chief Financial Officer



Jeffrey S. DeWitt  
Chief Financial Officer

**MEMORANDUM**

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

**FROM:** Jeffrey S. DeWitt  
Chief Financial Officer 

**DATE:** January 3, 2017

**SUBJECT:** Fiscal Impact Statement – Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Student Transportation and Teamsters Local 639 Approval Resolution of 2017

**REFERENCE:** Draft Proposed Resolution as shared with the Office of Revenue Analysis on December 13, 2016

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**Conclusion**

Funds are sufficient in the fiscal year 2017 through fiscal year 2020 budget and financial plan to implement the proposed resolution.

The compensation agreement will increase salaries for bus attendants, motor vehicle operators, and automotive mechanics; the salaries will increase by \$145,000 in fiscal year 2017 and \$600,000 over the four-year financial plan period. Approximately \$48,000 of the fiscal year 2017 increase will be a retroactive payment to cover the first four months of the fiscal year. The Office of State Superintendent of Education (OSSE) can absorb the salary increase within its existing budget and over the financial plan period.

**Background**

The proposed resolution approves the compensation and working conditions agreement reached between the Office of the State Superintendent of Education and the International Brotherhood of Teamsters, Local 639 for the period of October 1, 2016 through September 30, 2019.

The agreement approves a 3.0 percent salary increase in fiscal year 2017 and various working conditions the parties have agreed to, such as leave policies and training requirements.

The Honorable Phil Mendelson

FIS: "Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Student Transportation and Teamsters Local 639 Approval Resolution of 2017," Draft Proposed Resolution as shared with the Office of Revenue Analysis on December 13, 2016

### Financial Plan Impact

Funds are sufficient in the fiscal year 2017 through fiscal year 2020 budget and financial plan to implement the proposed resolution. The agreement will increase salaries \$145,000 in fiscal year 2017 and \$600,000 over the four-year financial plan period. Approximately \$48,000 of the salary increase in fiscal year 2017 will be a retroactive payment to cover the first four months of the fiscal year. The agreement does not increase salaries beyond fiscal year 2017,<sup>1</sup> but the effect of the 2017 increase will impact the full financial plan period. OSSE can absorb the cost of the salary increase within its existing resources.

<b>Compensation and Working Conditions Agreement between the Office of the State Superintendent of Education, Division of Student Transportation and Teamsters Local 639 Approval Resolution of 2017 Cost of Fiscal Year 2017 Salary Increase Fiscal Year 2017 - Fiscal Year 2020</b>					
	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>Total</b>
<b>Retroactive Payments</b>	\$48,000	\$0	\$0	\$0	\$36,000
<b>Prospective Salary Increase</b>	\$97,000	\$148,000	\$151,000	\$154,000	\$562,000
<b>Total Cost</b>	<b>\$145,000</b>	<b>\$148,000</b>	<b>\$151,000</b>	<b>\$154,000</b>	<b>\$598,000</b>

OSSE can absorb any costs associated with the working conditions component of the agreement within its existing resources.

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<sup>1</sup> The compensation agreement does allow the parties to revisit the compensation component for the remaining fiscal years of the agreement (2018 and 2019), but does not presently include any salary changes for those years.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of the Attorney General



ATTORNEY GENERAL  
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

**TO:** Lolita S. Alston  
Director  
Office of Legislative Support

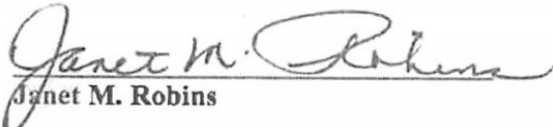
**FROM:** Janet M. Robins  
Deputy Attorney General  
Legal Counsel Division

**DATE:** December 14, 2016

**SUBJECT:** Legal Sufficiency Review of Resolution, the "Compensation and Working Conditions Agreement between the Office of the Superintendent of Education, Division of Student Transportation and Teamsters Local 639 Approval Resolution of 2017"  
(AE-16-717)

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

  
Janet M. Robins

**City of Columbia Government Salary Schedule: Teamsters 639 (Union)**



**Year:** 2017 **Service Code Definition:** Full time Motor Vehicle Operators and Bus Attendants

**Effective Date:** October 2, 2016

**Union/Nonunion:** Union **Affected CBU/Service Code(s):** AKC/B01

**Plan/Schedule:** RW **Series:** 2125 Bus Attendant  
**Soft Schedule:** ED0560 5703 Motor Vehicle Operator

**Rate of Increase:** 3.0%

**Position Number:**

**Authority Resolution:**

Grade	Steps									
	1	2	3	4	5	6	7	8	9	10
03 \$	13.95 \$	14.78 \$	15.35 \$	15.95 \$	16.52 \$	17.23 \$	17.97 \$	19.06 \$	20.39 \$	22.02
07 \$	17.89 \$	19.13 \$	19.79 \$	20.60 \$	21.35 \$	22.24 \$	23.21 \$	24.61 \$	26.34 \$	28.43



**City of Columbia Government Salary Schedule: Teamsters 639 5th Street (Union)**



**Year:** 2017      **Service Code Definition:** Full time Motor Vehicle Operators and Bus Attendants

**Effective Date:** October 2, 2016

**Nonunion:** Union      **Affected CBU/Service Code(s):** AKK/B01

**Plan/Schedule:** RW      **Series:** 2125 Bus Attendant  
**Soft Schedule:** ED0550      5703 Motor Vehicle Operator

**Rate of Increase:** 3.0%

**Position Number:**

**Authority Resolution:**

Grade	Steps									
	1	2	3	4	5	6	7	8	9	10
03 \$	14.95 \$	15.91 \$	16.47 \$	17.08 \$	17.64 \$	18.35 \$	19.10 \$	20.18 \$	21.52 \$	23.14
07 \$	19.01 \$	20.25 \$	20.92 \$	21.72 \$	22.47 \$	23.36 \$	24.34 \$	25.73 \$	27.46 \$	29.56

**COMPENSATION AND WORKING  
CONDITIONS AGREEMENT**

**BETWEEN**

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

**AND**

**TEAMSTERS LOCAL 639  
October 1, 2016 – September 30, 2019**

**TABLE OF CONTENTS**

**ARTICLE 1      RECOGNITION: COVERAGE .....**

**ARTICLE 2      DEFINITIONS .....**

**ARTICLE 3      EXTRA CONTRACT AGREEMENTS.....**

**ARTICLE 4      SENIORITY .....**

**ARTICLE 5      UNION ACTIVITIES.....**

**ARTICLE 6      INSPECTION PRIVILEGES.....**

**ARTICLE 7      SERVICE FEES .....**

**ARTICLE 8      DUES & INITIATION FEES DEDUCTIONS .....**

**ARTICLE 9      DRIVE AUTHORIZATION AND DEDUCTION.....**

**ARTICLE 10     FINANCIAL INSTITUTION CHECKOFF.....**

**ARTICLE 11     LIE DETECTOR TEST .....**

**ARTICLE 12     BULLETIN BOARDS .....**

**ARTICLE 13     PERSONNEL FILES.....**

**ARTICLE 14     DISCIPLINE AND DISCHARGE .....**

**ARTICLE 15     GRIEVANCE PROCEDURE .....**

**ARTICLE 16     NO STRIKES AND NO LOCKOUTS .....**

**ARTICLE 17     UNIFORMS .....**

**ARTICLE 18     SAFETY AND HEALTH .....**

**ARTICLE 19     LOSS OR DAMAGE .....**

**ARTICLE 20     INCLEMENT WEATHER WORK.....**

**ARTICLE 21     POSITION DESCRIPTION AND CLASSIFICATION .....**

**ARTICLE 22 TRAINING AND CAREER LADDER .....**

**ARTICLE 23 PROMOTIONS.....**

**ARTICLE 24 WORK FORCE CHANGES .....**

**ARTICLE 25 OVERTIME .....**

**ARTICLE 26 SPLIT SHIFTS .....**

**ARTICLE 27 LEAVE PROVISIONS .....**

Section A: Annual Leave .....

Section B: Sick Leave .....

Section C: Procedures for Using Sick Leave .....

    1. Approval .....

    2. Advance Written Leave Requests .....

    3. Unplanned and Unforeseeable Leave Requests .....

    4. Call-In Requests for Unplanned and Unforeseeable Sick Leave .....

    5. Appropriate Medical Documentation .....

    6. Return to Work Certification .....

    7. Medical Documentation .....

    8. Reports on Status and Intent to Return to Work .....

    9. Failure to Produce Requested Documentation .....

    10. Suspected Abuse of Sick Leave .....

    11. Leave Restriction .....

    12. Excessive Absenteeism .....

    13. Confidentiality of Medical Records .....

Section D: Civic Duty Leave .....

Section E: Educational Leave .....

Section F: Family and Medical Leave .....

Section G: Funeral Leave .....

Section H: Grievance Preparation and Hearing Leave .....

Section I: Jury Duty .....

Section J: Leave Without Pay .....

Section K: Maternity Leave .....

Section L: Military Leave .....

Section M: Paternity Leave .....

Section N: Union Negotiating Committee Leave .....

Section O: Voting Time .....

**ARTICLE 28 HOLIDAYS RECOGNIZED AND OBSERVED.....**

**ARTICLE 29 DISABILITY COMPENSATION .....**

**ARTICLE 30 PAY PROCEDURES .....**

**ARTICLE 31 CONTRACTING OUT .....**

**ARTICLE 32 CONFORMITY TO LAW-SAVING CLAUSE .....**

**ARTICLE 33 MATTERS NOT COVERED.....**

**ARTICLE 34 COMPENSATION .....**

**ARTICLE 35 HEALTH PLAN .....**

**ARTICLE 36 BENEFITS .....**

**ARTICLE 37 LEGAL AID.....**

**ARTICLE 38 INCENTIVE PROGRAM .....**

**ARTICLE 39 ROUTE ASSIGNMENT**

**ARTICLE 40 DURATION OF THE AGREEMENT .....**

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

### **Section A:**

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

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

Automotive Mechanic  
Bus Attendant  
Motor Vehicle Operator  
Warehouse Leader  
Warehouseman

### **Section B:**

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

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

All Senior Motor Vehicle Operators and Senior Bus Attendants employed in the Division of Student Transportation in OSSE System, excluding management officials, supervisors, confidential employees, and employees engaged in personnel work other than in a purely clerical capacity and employees engaged in the administration of the provisions of Title XVII, District of Columbia Comprehensive Merit Personnel Act of 1978.

### **Section D:**

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

## **ARTICLE 2: DEFINITIONS**

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

- 1. Employer** – The term "Employer" shall mean the Office of the State Superintendent for Education (OSSE).
- 2. Union** – The term "Union" shall mean Teamster Local 639, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union.
- 3. Employee** – The term "Employee" shall mean all employees covered by the Agreement.

- 4. Term of this Agreement – The phrase "Term of this Agreement" shall mean the period during which this Agreement is in force and effective as provided herein.**
- 5. Collective Bargaining – The term "Collective Bargaining" means negotiations between OSSE and the Union on matters of wages, hours and other conditions of employment.**
- 6. The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations.**
- 7. Supplemental Agreement – The term "Supplemental Agreement" means any additional agreement, supplement, amendment or extension mutually agreed to between OSSE and the Union.**
- 8. Director – The term "Director" means the Director of Student Transportation.**

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

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



## **ARTICLE 4: SENIORITY**

### **Section A:**

Principle of Seniority – Everything being equal, seniority shall apply but fitness and ability shall be considered at all times. Seniority is defined as total length of service with the employer. There shall be a one (1) year probationary period. Discharge or resignation shall constitute a break in service. The last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. This shall not be interpreted or applied in any way inconsistent with federal law and/or D.C. Law. For the purpose of application under this Agreement, seniority shall be maintained on an occupational unit basis.

### **Section B:**

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

### **Section C:**

An employee shall lose his seniority for the following reasons:

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

### **Section D:**

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

## **ARTICLE 5: UNION ACTIVITIES**

### **Section A: Union Stewards**

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

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

Stewards shall obtain permission from their immediate supervisors prior to leaving their work assignments to properly and expeditiously carry out their duties during a reasonable amount of official time to be estimated in advance whenever possible. Before attempting to see an employee, the Steward will obtain permission from the employee's supervisor. Such permission will be granted unless the employee cannot be immediately relieved from his/her assigned duties, in which case permission will be granted as soon as possible thereafter. If the immediate supervisor is unavailable, permission will be requested from the next highest level of supervision. Requests by stewards for permission to meet with employees and/or by employees to meet with Stewards will not require prior explanation to the supervisor of the problem involved other than to identify the area to be visited and the general purpose of the visit, i.e., grievance investigation, labor-management meetings, negotiation sessions, etc. A steward thus engaged will report back to his/her supervisor on completion of such duties and return to his job. The Division of Student Transportation agrees that there shall be no restraint, interference, coercion, or discrimination against a steward in the performance of such duties.

## **ARTICLE 6: INSPECTION PRIVILEGES**

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

## **ARTICLE 7: SERVICE FEES**

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

## **ARTICLE 8: DUES AND INITIATION FEES DEDUCTIONS**

### **Section A:**

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

### **Section B:**

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

### **Section C**

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

### **Section D**

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

**ARTICLE 9: DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)  
AUTHORIZATION AND DEDUCTION**

**Section A:**

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

**Section B:**

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

## **ARTICLE 10: FINANCIAL INSTITUTION CHECKOFF**

### **Section A:**

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

### **Section B:**

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

## **ARTICLE 11: LIE DETECTOR TEST**

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



## **ARTICLE 12: BULLETIN BOARDS**

### **Section A:**

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

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

### **Section B:**

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

### **Section C:**

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

## **ARTICLE 13: PERSONNEL FILES**

### **SECTION A:**

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

### **Section E:**

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

## **ARTICLE 14: DISCIPLINE AND DISCHARGE**

### **Section A:**

An employee may be immediately suspended pending investigation and/or may be terminated upon the first offense if the Division of Student Transportation has reasonable cause to believe that the employee has engaged in behavior or conduct that: presents a threat to the efficiency and discipline of the public school system; threatens or may threaten any student or employee; causes or may result in damage to school property; or otherwise threatens the public health, safety or welfare. Any employee charged with committing a crime involving alleged conduct which could threaten the safety of any student or any employee, or which could threaten the safety or integrity of the operations of OSSE, may be suspended immediately pending a complete investigation of the matter. In all other cases, disciplinary measures shall be taken in the following order:

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

### **Section E:**

OSSE shall not discharge any employee without just cause.

### **Section F:**

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

**Section G:**

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

**Section H:**

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

**Section I:**

The following infractions are basis for immediate termination:

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

**ARTICLE 15: GRIEVANCE PROCEDURE**

## **Section A:**

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

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

### **STEP 1**

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

### **STEP 2**

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

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

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

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

### **STEP 3**

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

#### **STEP 4**

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

#### **Section B:**

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

#### **Section C:**

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

#### **Section D:**

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

#### **Section E:**

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

#### **Section F:**

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

**Section G:**

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

**Section H:**

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

**Section I:**

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

## **ARTICLE 16: NO STRIKES AND NO LOCKOUTS**

### **Section A:**

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

### **Section B:**

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



## **ARTICLE 17: UNIFORMS**

### **Section A:**

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

### **Section B:**

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

## **ARTICLE 18: SAFETY AND HEALTH**

### **Section A: Working Condition**

1. The Division of Student Transportation shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Division of Student Transportation will make every effort to provide and maintain safe working conditions; the Teamsters Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.
2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with D.C. Official Code § 32-1104.
3. The Division of Student Transportation shall furnish and maintain each work place in accordance with standards provided within this Section.

### **Section B: Employees Working Alone**

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

### **Section C: Corrective Actions**

1. If an employee observes a condition which he or she believes to be unsafe, the employee should report the condition to the immediate supervisor.
2. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.
3. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her Teamster representative, and shall make a determination.

### **Section D: Defective Equipment and Dangerous Conditions of Work**

1. The Division of Student Transportation shall not require employees to take out on the streets or highways any vehicle or operate any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint.

2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Division of Student Transportation, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Division of Student Transportation and shall turn in all available names and addresses of witnesses to the accident.
3. Employees shall immediately report all defects of equipment discovered during the required pre and post trip inspections. Such reports shall be made on a suitable form furnished by the Division of Student Transportation and shall be made in multiple copies. The Division of Student Transportation shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.
4. When the occasion arises where an employee gives written notice on forms in use by the Division of Student Transportation that a vehicle or equipment is in an unsafe working or operating condition, and receives no consideration from the Division of Student Transportation, he shall take the matter up with the officers of the Union who will take the matter up with the Division of Student Transportation.

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

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

**Section F: Safety Devices and Equipment**

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

**Section G: Safety Training**

1. The Division of Student Transportation shall provide safety training to employees as necessary for performance of their job.
2. The Division of Student Transportation shall provide mandatory First Aid and CPR training to all employees.

**Section H: Information on Toxic Substance**

1. The Division of Student Transportation shall provide to Teamsters information available to the Division of Student Transportation concerning hazardous toxic substances present at the job site and known to the Division with which employees

are likely to come into contact. The information provided shall include the trade and generic names of the substance, safe levels of exposure, corrective actions in case of accident and emergency treatment.

2. Information concerning toxic substances in current usages shall be provided within 180 days after this Agreement is implemented. Thereafter, information concerning new substances shall be provided to the Teamsters when such substances become known to the Division of Student Transportation.
3. Information concerning toxic substances shall be provided to new employees when they begin work.

**Section I: Light Duty**

There are no light duty assignments available within the Division of Student Transportation. This Agreement shall be construed and applied at all times in a manner consistent with the Americans with Disabilities Act and the District of Columbia Human Rights Act and any other legal requirements including the Family and Medical Leave Act and the workers compensation law.

## **ARTICLE 19: LOSS OR DAMAGE**

### **Section A:**

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

### **Section B:**

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

## **ARTICLE 20: INCLEMENT WEATHER WORK**

### **Section A: Reporting Time**

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

### **Section B:**

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

## **ARTICLE 21: POSITION DESCRIPTION AND CLASSIFICATION**

### **Section A:**

An employee shall be issued a copy of his position description upon assignment and when there is any change in the job description. In those instances where it is not administratively possible at the time of an assignment or change in job description, the employee shall receive his position description within thirty (30) workdays.

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

## **ARTICLE 22: TRAINING AND CAREER LADDER**

### **Section A: BASIC TRAINING**

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

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

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

### **Section C: EXPERIENCE VERIFICATION**

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



## **ARTICLE 23: PROMOTIONS**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

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

## **ARTICLE 24: WORKFORCE CHANGES**

### **Section A: VACANCIES**

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

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

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

### **Section C: TRANSFERS**

1. Employees desiring to transfer to other positions shall submit an application in writing to their immediate supervisor for transmittal through supervisory channels with a copy to the division director. The application shall state the reason for the requested transfer. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to vacancies for which they qualify provided that such transfer shall not adversely affect the operation of the work site from which the employee is leaving. The OSSE system shall respond to the employee's transfer request within twenty (20) workdays.
2. If a transfer is granted in response to an employee's request, such employee shall be ineligible to request another transfer within a one-year period.

### **Section D: DETAILS**

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

## **ARTICLE 25: OVERTIME**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

**Notwithstanding any provision in any other collective bargaining agreement between OSSE and a labor organization and for purposes of assigning and awarding overtime, OSSE agrees to maintain, at each terminal, a list of employees represented by the Union. The employees will be ranked in order of seniority. For each overtime assignment available at a terminal, OSSE agrees that every other overtime assignment shall be offered to an employee represented by Local 639. The first offer shall be made to the employee with the greatest seniority according to the list and each subsequent offer shall be made to the person with the next greatest seniority, until each employee on the list has been offered an overtime assignment. OSSE agrees to repeat this order of overtime assignments each time the last employee on the list has been offered an overtime assignment.**

## **ARTICLE 26: SPLIT SHIFTS**

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

## **ARTICLE 27: LEAVE PROVISIONS**

### **Section A: ANNUAL LEAVE**

1. Employees shall be eligible for paid annual leave after ninety (90) days of service with the School System. All employees shall earn annual leave at the rate of:
  - a. Less than three (3) years of service: thirteen (13) days per year;
  - b. Three (3) years of service but less than fifteen (15) years of service: twenty (20) days per year;
  - c. Fifteen (15) or more years of service: twenty-six (26) days per year.
2. Application for annual leave shall be submitted by the employee, on a form provided by the Division of Student Transportation, to the employee's immediate supervisor. The request must be approved or disapproved, pursuant to Section C of this Article, prior to the date such leave is to begin.
3. The rate of annual leave pay shall be the employee's regular straight time rate of pay.

### **Section B: SICK LEAVE**

1. All employees shall earn sick leave at a rate of four (4) hours of sick leave for each full bi-weekly pay period.
2. Employees may use sick leave to cover absences from work that are required due to:
  - a. the employee's own illness, injury, medical or dental appointment; or
  - b. the illness of or injury to an employee's spouse, parent or child that requires the employee's care.

The following provisions shall govern the use of sick leave:

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

1. **Approval:** All sick leave must be approved by an employee's supervisor. Absences that are not approved will generally result in either leave without pay (LWOP) or absence without leave (AWOL). Disciplinary action may also be imposed if an employee takes "sick leave" that is not approved in accordance with this Article. An example of this would be an employee who fails to properly call in when attempting to use sick leave.
2. **Advance Written Leave Requests:** Requests for sick leave to cover scheduled appointments with doctors, dentists, opticians or other health care providers, or for other foreseeable absences, must be submitted and approved at least seven (7) days in advance of leave, except in cases of emergency. Leave requests for foreseeable absences that are submitted fewer than seven (7) days in advance or after the date(s) of the absence in question will be considered only if the employee can demonstrate that sufficient advance notice was not possible. Submission of an advance request for leave does not guarantee approval. Employees are generally expected to schedule appointments with health care providers outside of the

employee's scheduled working hours. Leave request slips submitted before 9:00 a.m. will be returned either approved or denied by the end of the same day. Leave slips submitted after 9:00 a.m. will be returned either approved or denied the following day.

3. **Unplanned and Unforeseeable Leave Requests:** An employee with an unplanned and unanticipated need to take sick leave must call his or her supervisor to request sick leave as soon as possible, and preferably no later than **two (2) hours** prior to the start of the employee's tour of duty. An employee who is granted such unplanned and unforeseeable sick leave will need to complete a written leave request slip when he or she returns to work.
4. **Call-in Requests for Unplanned and Unforeseeable Sick Leave:** If an employee must call in a request for sick leave, the call must be made to a telephone number that has been designated for such call-outs. The designated telephone number or numbers will be distributed in advance to Division employees. If the employee is unable to speak with an appropriate supervisor and instead leaves a voicemail message, the employee must obtain the confirmation code for the call. This confirmation code must be presented to the supervisor in order for the leave to be considered for approval.

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

**5. Appropriate Medical Documentation:** Appropriate medical documentation, such as a doctor's certification, may be requested to justify any sick leave request. An employee who takes three or more consecutive days of sick leave will be required to provide a doctor's certification covering the absences. To satisfy the requirements of this Article, a "doctor's certification" must include the following information:

- (a) Confirmation that the employee has been treated by a treating health care provider;
- (b) Date of visit;
- (c) Medical facts supporting the need for sick leave;
- (d) The signature of the treating health care provider;
- (e) The approximate date that the employee will return to work (if documentation is provided prior to the end of the leave period).

**6. Return to Work Certification:** An employee returning from a sick leave absence of four (4) or more consecutive days may be required to produce a return-to-work certification from a health care provider. Such a return-to-work certification must include:

- (a) Confirmation that the employee is fit to return to duty;
- (b) Notification of any medical restriction on the employee's ability to perform his or her job duties;
- (c) The signature of the health care provider.

**7. Medical Documentation:** Original copies of all required medical documentation must be provided. Photocopies will not be accepted.

**8. Reports on Status and Intent to Return to Work:** Employees who are absent and on sick leave for extended periods of time may be required to provide the Division of Student Transportation with periodic reports on their status and intent to return to work, with appropriate medical documentation.

**9.** Failure to produce the requested documentation or to provide proper notice as set forth in this Article may result in discipline and/or the denial of an employee's request for leave. Accrued sick leave cannot be used for vacation purposes.

**10. Suspected Abuse of Sick Leave:** A doctor's certification will be required for any sick leave request: that includes the day immediately before or immediately after a Division holiday; that falls on a day when schools are closed but the employee is scheduled to work; or that includes a day for which the employee was previously denied annual leave.

**11. Leave Restriction:** Where management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege the employee will be required to provide a doctor's certification for each absence that is claimed as sick leave. Such leave restriction shall remain in effect for 90 calendar days. If the employee has shown significant improvement in sick leave usage after 90 calendar days of leave restriction, the leave restriction will be lifted. If the employee's usage of sick leave has not improved, the employee may be subject to sick leave restriction for an additional period of 90 calendar days. Nothing in this section shall prevent the Division of Student Transportation from taking disciplinary action against an employee who is found to have abused the sick leave system. Supervisors who otherwise suspect fraudulent use of sick leave may also require the employee to provide appropriate medical documentation. Factors which may provide the Division of Student Transportation with good reason to believe the employee has abused the sick leave privilege include, but are not limited to:

(a) The employee's failure to return for his p.m. assignment on payday or on the Monday following payday;

(b) An attempt to call in and take sick leave on the date of a medical appointment;

(c) An attempt to take sick leave without providing notice and securing approval as appropriate;

(d) An attempt to take sick leave immediately following a vacation day or weekend;

(e) Repeated absences from duty without permission and without reasonable cause;

(f) Excessive tardiness;

(g) Any unexcused leave without pay (LWOP).

**12. Excessive Absenteeism:** In cases of excessive absenteeism, employees will be subject

to discipline, up to and including the possibility of termination.

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

**D. CIVIC DUTY LEAVE**

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

**E. EDUCATIONAL LEAVE**

**Section 1**

After completing one year of service, any permanent employee, upon written request, may be granted a leave of absence, without pay, not to exceed a period of one (1) year for education purposes. This leave of absence may be extended up to one (1) additional year upon written request to the Superintendent or the Superintendent's designee.

**Section 2**

Such written requests shall include a plan of the educational work to be undertaken during the period of such leave of absence and shall be subject to approval by the Employer.

**F. FAMILY AND MEDICAL LEAVE**

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

**G. FUNERAL LEAVE**

In the event of a death in an employee's immediate family, namely; spouse, children, brothers, sisters, parents, parents-in-law, grandparents, and grandchildren, an employee shall be paid in full for time lost not to exceed four (4) days. In the event of a death of a cousin, aunt, uncle, brother-in-law, or sister-in-law, an employee shall be granted one (1) day off with pay to attend the funeral. The Division of Student Transportation may require documentation demonstrating the need for funeral leave. For purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional, or death certificate upon the Employer's request.

**H. GRIEVANCE PREPARATION AND HEARING LEAVE**

Employees may be granted a reasonable amount of time to prepare and present appeals in connection with adverse actions, grievances and discrimination complaints. Employees are considered in a duty status during grievance and appeals hearings.

**I. JURY DUTY**

### **Section 1**

Employees shall be granted a leave of absence with pay when they are required to report for jury duty or to appear in court as a subpoenaed witness, other than as a litigant, on behalf of the District of Columbia or Federal Government. An employee upon receipt of his first notice concerning possible jury duty shall within two (2) workdays of his receipt of the summons present the notification to his immediate supervisor.

### **Section 2**

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

### **Section 3**

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

## **J. LEAVE WITHOUT PAY**

### **Section 1**

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

### **Section 2**

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

## **K. MATERNITY LEAVE**

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties and maternity leave must comply with applicable laws. After an employee has been medically approved to return to her duties, the employee may request additional leave (up to seven (7) days) for a period of adjustment or to make arrangements for the care of the child. Such additional leave requirements may be taken care of with annual leave or leave without pay.

## **L. MILITARY LEAVE**

### **1. General**

- a. Employees who are members of the following reserve components of the armed forces, who as regular full-time employees, are serving under



appointments which are not temporary, intermittent, when-actually-employed or part-time, are authorized military leave:

National Guard of the United States  
Army Reserve  
Navy Reserve  
Marine Corps Reserve  
Air National Guard of the United States  
Air Force Reserve  
Coast Guard Reserve

- b. Absence from a civilian position for military training or active duty without loss of basic salary is limited to 15 calendar days during each calendar year regardless of the number of training periods.
- c. Non-workdays falling within a period of absence for military training or active duty are charged against the 15 days of military leave; however, non-workdays occurring at the beginning or end of the training period are not charged. If an absence begins or ends on a Saturday or Sunday, no leave is charged. However, when Saturdays and Sundays are in the middle of the 15 calendar days leave is charged.
- d. Military training duty which occurs only on non-workdays will not be counted against military leave.
- e. When an employee exhausts the amount of military leave fixed and limited by statute, he/she may be granted any available accrued annual leave to continue military duty without the imposition of dual compensation restrictions.
- f. Accrued annual leave or leave without pay may be granted to members of other federal or state military components for training or related purposes, not specifically listed above.
- g. Military leave with pay is authorized for employees who are members of the National Guard of the District of Columbia for all days (no limit) of parade or encampment when ordered to active duty by the Commanding General Pursuant to Title 39 of the D.C. Code.

## **2. Procedure**

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

## **M. PATERNITY LEAVE**

Paternity leave, without pay, shall be granted for a male employee whose spouse is pregnant for a period of five (5) workdays commencing from the date of birth. Annual leave may be used for the five workdays. A male employee may use accumulated annual leave or leave without pay for a period of adjustment or to make arrangements for the care of the child not to exceed two (2) years. An employee, on return from extended paternity leave, shall be reinstated to the same level of the salary schedule as at the beginning of the leave of absence. The employee shall retain the seniority held at the time the leave became effective.

**N. UNION NEGOTIATING COMMITTEE LEAVE**

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

**O. VOTING TIME**

Employees eligible to vote may be granted a leave of absence on any election day without loss of pay as follows: Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three hours before the polls close, whichever requires the lesser amount of time off.

**ARTICLE 28: HOLIDAYS RECOGNIZED AND OBSERVED**

**A. Holidays**

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

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

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

**B. Holiday Pay**

If an employee works on any of the holidays listed above, he shall be paid the following in addition to his regular rate of pay.

**(a)** For the first eight (8) hours, the rate of pay for each hour worked shall be the same as his regular rate of pay.

**(b)** For all hours in excess of eight (8) hours worked, the rate of pay shall be one and one-half (1½) times his regular hourly rate of pay.

## **ARTICLE 29: DISABILITY COMPENSATION**

Employees covered by this Agreement who are injured on the job in the performance of their duties and are unable to work shall be entitled to compensation as provided for in the District of Columbia Government Comprehensive Merit Personnel Act of 1978, as amended.

## **ARTICLE 30: PAY PROCEDURES**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

Wage employees covered by this Agreement are entitled to pay at their scheduled rate plus a differential of seven and one-half percent (7-1/2%) for regularly scheduled non-overtime work when a majority of their work hours occurs between 3:00 p.m. and midnight; or ten percent (10%) of their schedule rate if the majority of their work hour occurs between 11:00 p.m. and 8:00 a.m.

### **Section D:**

Employees who qualify shall be paid a differential for exposure to a hazard, physical hardship or working condition of an unusual nature. Eligibility for such payment shall be in accordance with the provisions of The District of Columbia Government Comprehensive Merit Personnel Act of 1978, as amended.

## **ARTICLE 31: CONTRACTING OUT**

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

## **ARTICLE 32: CONFORMITY TO LAW-SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subjected to appropriate consultation and negotiations between the parties. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE 33: MATTERS NOT COVERED**

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



## **ARTICLE 34: COMPENSATION**

The parties agree that any provision of this agreement requiring legislative action to permit its implementation by enactment of law, and/or by providing the additional funds in the annual operating budget therefore, shall not become effective until the appropriate body has given approval and provided the additional funds. The following compensation shall be paid to all employees covered by this Agreement effective upon the dates as stated below, subsequent to the receipt by the Employer of such additional funds by means of either a supplemental appropriation or intra-district transfer of funds:

### **FY 2017 Wages:**

Effective the first day of the first full pay period beginning on or after October 1, 2016, the salary schedules of employees covered by this contract shall be adjusted by three percent (3%) in accordance with past methods of increasing base salary schedules.

### **FY 2018 and 2019 Wages:**

The parties will reopen for Fiscal Year 2018 and Fiscal Year 2019.

## **ARTICLE 35: HEALTH PLAN**

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

## **ARTICLE 36: BENEFITS**

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

Employees, at their election, will receive Vision coverage through the District's benefit plans starting with the 2016 Open Enrollment Period, with coverage commencing during the first full pay period of 2016.

**ARTICLE 37: LEGAL AID**

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

## **ARTICLE 38: INCENTIVE PROGRAM**

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

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

### **Section B: Attendance**

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

### **Section C: On Time Arrival**

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

## **ARTICLE 39: ROUTE ASSIGNMENT**

### **Section 1**

By terminal, when runs are optimized (two or more students from various routes are combined) the senior employee has the option to retain the run or go to the swing pool. The senior employee will be provided the option and must make a determination within 24 hours, otherwise management will make the appropriate assignment

Bid selections (routes and assignments) will be available for at least 24 hours prior to the commencement of a bid event.

OSSE agrees to submit a copy of the projected route schedule to the Union at least 24 hours prior to the bid event. Swing positions will be listed as such among the assignments available for selection.

Should an error be recognized that materially affects the bidded work assignments, the Chief of Bus Operations or his/her designee will investigate. Should the Chief of Bus Operations or his/her designee find in favor of the employee, the employee will be allowed to make another bid selection.

### **Section 2 - Seniority Roster**

The Seniority Roster will be posted 14 (fourteen) days prior to the run bid event. Any active employee who chooses to contest the seniority ranking must do so in writing and submit it to the Shop Steward between the time of posting but prior to the first day of the run bid event.

### **Section 3 - Bid Eligibility Requirements**

All active employees will be allowed to bid. When an employee returns from a continuous absence he/she will be given an open assignment until the next bid event. All active employees are expected to submit a bid proxy if he/she is not able to attend the event.

### **Section 4 - Open Routes**

Open routes for mini-bid events will be posted one week prior to the bid event. Open routes consist of new runs, permanent vacancies or temporary vacancies due to vacations or other leaves.

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#### **ARTICLE 40: DURATION OF THE AGREEMENT**

This Agreement shall be effective as of October 1, 2016, and shall remain in full force and effect until September 30, 2019. All terms and conditions contained in this contract shall become effective as of October 1, 2016, unless otherwise stated in individual contract articles. It shall be automatically renewed from year to year unless either party shall notify the other in writing in **June of 2018** or any subsequent month of **June** that the party desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

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**This collective bargaining agreement between the District of Columbia Office of the Superintendent of Education and the International Brotherhood of Teamsters, Local 639, dated \_\_\_\_\_, 2016, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this \_\_\_\_ day of \_\_\_\_\_, 2016.**

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\_\_\_\_\_  
**Muriel Bowser Mayor**