

830732

[TENTATIVE] AGREEMENT

BETWEEN

THE

DISTRICT OF COLUMBIA BOARD OF EDUCATION

AND

TEAMSTERS LOCALS 639 AND 730

COVERING

WAGE GRADE EMPLOYEES

Expiring September 30, 2003

10/1/00 - 9/30/03

41 pages

9/16/03



ARTICLE I – RECOGNITION: COVERAGE

- A. The Board recognizes the Union as the sole and exclusive collective bargaining representative for the purchase of negotiating wages, hours and other conditions of employment for all employees in the occupational units and classifications as hereinafter defined.

OPERATING ENGINEER UNIT

Electrician
Electrician Leader
Boiler Plant Operator Supervisor, SW-11
Boiler Plant Operator Assistant Supervisor, SW-10
Boiler Plant Operator I, RW-15
Boiler Plant Operator II, RW-11
Boiler Plant Operator III, RW-09
Boiler Plant Operator IV, RW-07
Industrial Equipment Repairer, RW-10
Heating & AC Equipment Mechanic Leader, LW-12
Heating & AC Equipment Mechanic, RW-12
Heating & AC Equipment Mechanic Worker, RW-10
Steamfitter Leader, LW-12
Steamfitter, RW-12
Steamfitter Worker, RW10

CUSTODIAN UNIT

Carpenter Leaders
Cement Finishers
Carpenter
Carpenter Worker
Electronic Workers
Gardener
Gardener Leaders
General Maintenance Repair Workers
Janitor
Locksmith
Locksmith Leaders
Masons
Painters
Pest Controllers



Pest Control Leaders
Plasterers
Plumber
Plumber Leaders
Plumber Worker
School Maintenance Worker
Welders
Welder Workers
Window Shade Mechanic
Asbestos Remover Leader worker, LW-11
Asbestos Remover, RW-11
Carpenter, RW-09
Cement Finisher Leader, LW-10
Custodian Supervisor, SW-01
Custodian Supervisor, SW-03
Custodian Supervisor, SW-05
Electrician Worker, RW-08
Electronics Leader, LW-12
Electronics Mechanic, RW-12
Gardener Helper, RW-05
General Maintenance Repairworker Leader, LW-09
General Maintenance Repairworker Helper, RW-07
General Maintenance Repairworker, RW-09 & RW-08
Maintenance Repairperson, RW-05
Painter Leader, LW-09
Roofer Leader, LW-11
Roofer Leader, RW-11
School Maintenance Worker, RW-03
Sheet Metal Mechanic, RW-11
Sheet Metal Mechanic Worker, RW-08
Welder Leader, LW-12

TRANSPORTATION AND WAREHOUSE SERVICE UNIT

Warehouse Leader
Warehouseman
Motor Vehicle Operator
Automotive Mechanic
Bus Attendant



Crane Operator, RW-11
Equipment Operator, RW-08
Heavy Equipment Operator, RW-10
Material Handler, RW-06
Motor Vehicle Attendant, RW-08

CAFETERIA MANAGER UNIT

Food Service Foreman I
Food Service Foreman II

CAFETERIA WORKER UNIT

(Excluding WAES)

Cook I
Cook II
Food Service Worker Leader
Food Service Worker

- B. Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the employees covered by this Agreement is vested exclusively in the Board or in the Superintendent as delegated by the Board.

ARTICLE II. 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. Board -- The term "Board" shall mean the nine-member Board of Education of the District of Columbia, the Superintendent of Schools, or his/her subordinate officers, whoever is deemed appropriate.
2. Union -- The term "Union" shall mean Teamster Local 639 and Teamster Local 730, 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 the Board 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 the Board and the Union.

ARTICLE III. EXTRA CONTRACT AGREEMENTS

The Board 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 IV. SENIORITY

- A. Principle of Seniority - The principle of seniority shall prevail at all times. Everything being equal, seniority shall prevail 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.
- B. Every five (5) months the School System shall furnish the Union with a seniority list showing the continuous service of each employee within that occupational unit.
- C. An employee shall lose his seniority for the following reasons:
 1. He quits or retires.
 2. He is discharged and the discharge is sustained.



3. He obtains leave under false pretenses or engages in other employment during a leave of absence.
 4. He does not notify the Division of Personnel of his desire to return to work five (5) days prior to the expiration of the extended leave of absence.
- 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.

ARTICLE V. UNION STEWARDS

Section 1 - 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 Board with lists of steward names which shall be posted on appropriate bulletin boards. The Union shall notify the Board of changes in the roster of Stewards. Stewards are authorized to perform and discharge Union duties and responsibilities which may be assigned to them under the terms of this Agreement.

Section 2 - 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 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 Board agrees that there shall be no restraint, interference, coercion, or



discrimination against a steward in the performance of such duties.

ARTICLE VI. DRUG TESTING

If employees are required to have annual drug tests, the following provisions will apply. As the government institution responsible for the education, safety and well-being of students who attend D.C. Public Schools (DCPS), it is incumbent upon us to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances or alcohol, not authorized by a physician, continue to be prohibited either on school premises, at school-related activities, or in off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. In addition, we recognize that off-the-job use may signal a risk of use on the job.

PROCEDURES

I. Types of Tests and Drugs

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

DRUGS SCREENED

- a. Amphetamines
- b. Methamphetamines
- c. Phenmetrazine
- d. Morphine or Heroin
- e. Codeine
- f. Demerol
- g. Dilaudid
- h. Quinine
- i. Darvon
- j. Methadone
- k. Cocaine, Free
- l. Cocaine, Metabolite
(Benzoylcgoine)
- m. Phenobarbital
- n. Short Acting Barbiturates
(Pento-, Seco-, Amo-, Butabarbital)
- o. Pencyclidine (PCP)
- p. Methaqualone



- q. Phenothiazine
 - r. Cannabinoids
 - s. Alcohol
 - t. Any other illicit or controlled substances
- B. If marijuana is detected in the initial testing, a confirmation test will be performed using the gas chromatography/mass spectrometry method.
- C. All tests shall be conducted using screening and confirmation detection limitations consistent with currently established testing methods and capabilities.

II. Sample Collection Site

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

III. Chain of Custody

Specific procedures shall be followed to ensure accuracy of test results, authenticity of samples, and confidentiality. These procedures shall be explained to each employee prior to the collection of his or her sample. The procedures to be observed are as follows:

- A. Each employee is to be called to the collection area individually and given an opportunity to discuss the procedures which will be employed.
- B. The employee will execute a release of information form permitting the results of the test to be provided to necessary DCPS officials.
- C. The employee will be given a sterile pre-labeled collection bottle and sent to a private bathroom for the collection of the urine. The employee will be instructed to wash and dry his/her hands thoroughly prior to urination and to return the bottle to a designated employee of the collection facility.
- D. The collection site personnel shall inspect each specimen, in the presence of the employee, for warmth, color and signs of contaminants. Any unusual findings must be indicated on a chain-of-custody form. If the specimen appears suspicious, a new specimen must be collected under direct observation by a person of the same sex.
- E. Following inspection, the specimen will be immediately poured into a shatterproof container.



The container will be securely capped and sealed with security tape or other sealable apparatus. The employee must then initial over the sealed area of the bottle. In addition to the employee's name, the container shall be labelled with the employee's social security number, the name of the collection site, and the date and time of the collection. The sample will remain in the view of the employee until it is sealed, initialed and placed in the envelope.

- F. Specimens will be properly refrigerated and stored, in a secured area, to retain for testing. The specimen must be securely maintained at all times and chain of custody forms must be signed by all personnel handling the specimen whether for transportation, testing or storage. Every effort must be made to minimize the number of people handling the specimen in order to simplify and tighten the overall security. Any damage to a specimen must be immediately reported to the appropriate DCPS official and the employee will be scheduled for a new collection.
- G. Specimens which test negative shall be disposed of as soon as possible. Specimens which test positive shall be automatically confirmed using a test which is different in format and chemical theory from the initial test procedure. All confirmed positive specimens shall be placed in long term frozen storage for a period of eighteen (18) months. If, at the end of this period, the storage facility has not been advised of the need to retain the specimens indefinitely, the specimens will be discarded.

IV. Testing Results

- A. Employees shall be immediately advised of their test results in a confidential manner. All employees who test positive shall be advised of the type of disciplinary action which will be imposed against them and of their appeal rights.
- B. An employee who has once tested positive, and who is retained in an employment status with DCPS, will thereafter be subject to drug testing, without advance notice, during the school year in which the drug test was originally performed and the next succeeding school year.
- C. Employees who test positive and who are suspended rather than terminated, will be required to consult with the DCPS Employee Assistance Program (EAP) and to participate in any counseling required as a result thereof. Supervisors shall monitor the employee's progress and certify that the employee has complied with the requirements of the EAP.
- D. Results of tests conducted by DCPS pursuant to this directive shall not be provided to any agency, whether public or private, or to any individual within DCPS other than



those with a demonstrated need to know.

ARTICLE VII. UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Board's business, nor shall there be any discrimination against any employee because of union membership or activities.

ARTICLE VIII. ACCESS TO EMPLOYEES

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon such employees' reporting to their work site within thirty (30) calendar days of employees' appointment or reappointment.

ARTICLE IX. 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 school property during the non-work period of employees covered by this Agreement to discuss Union business relative to the terms and conditions of this Agreement with them. Any Union representatives desiring to visit school property shall first secure permission from the administrator in charge and shall advise him/her of the reason for such visit. Employees shall not be hindered from fulfilling their work assignments.

ARTICLE X. SERVICE FEES

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

ARTICLE XI. DUES & INITIATION FEES DEDUCTIONS



Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement, the Board will insure the proper deductions biweekly from the pay of each such employee all dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions within seven (7) working days whenever possible, from when the deduction is made. All authorizations of deductions shall be irrevocable for the term of this Agreement unless the employee leaves the bargaining unit. When Union dues are canceled, the employer shall withhold a service fee in accordance with Article X. Service Fees.

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

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 XII. DRIVE AUTHORIZATION AND DEDUCTION

The Board agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Board of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employees earned a wage. DRIVE deductions and the revocation of such deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, 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 DRIVE contributions, 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 XIII. CREDIT UNION CHECK-OFF

The Board agrees to deduct certain specific amounts each pay period from the wages of those



employees who shall have given the Board written authorization to make such deductions. The amount so deducted shall be remitted to the Credit Union designated by Drivers, Chauffeurs and Helpers, Local Union No. 639, bi-weekly. The Board shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has not earnings or in those weeks in which the employee's net earnings shall be less than the amount authorized for deductions.

Credit Union deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government. The Union shall indemnify, 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 XIV. LIE DETECTOR TEST

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

ARTICLE XV. BULLETIN BOARDS

- A. Available space on existing D.C. Public School 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. Report of the Union
 4. Union meeting notices
- B. Notices and announcements shall not contain anything political or of a libelous nature.
- C. The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

ARTICLE XVI. PERSONNEL FILES



- A. The official files of all personnel within the units covered by this Agreement shall be maintained in the Division of Human Resource Management.
- B. Each employee shall have the right to examine the content of his personnel file, upon request, in the presence of a representative of the Division of Human Resource Management.
- C. An employee shall have the right to answer any material filed in his personnel file and his answer shall be attached to the material to which it relates.
- D. An employee shall be permitted to reproduce or copy any material in his personnel file.
- E. An employee shall be notified of any confidential material which is placed in his personnel file.
- F. Upon written authorization by an employee, the Union representative may examine the employee's personnel file upon presentation of such authorization.

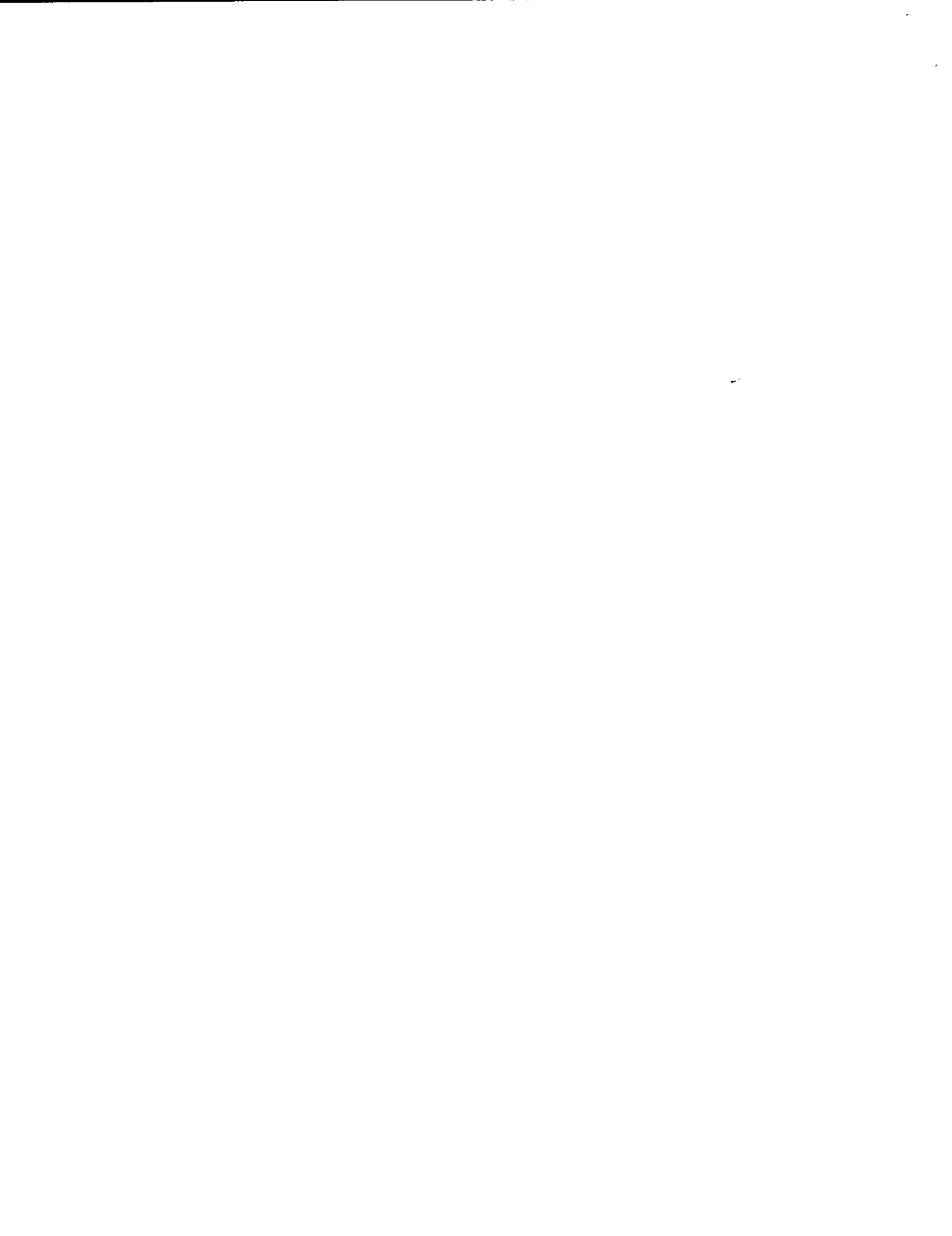
ARTICLE XVII. DISCIPLINE AND DISCHARGE

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

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

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

- B. Any disciplinary action or measure imposed upon an employee must be received by the employee, if hand delivered or post marked (if mailed) within fifteen (15) workdays of knowledge of the matter upon which the proposed action is based.
- C. If the Board has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 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.

- E. The Board shall not discharge any employee without just cause.
- 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.
- G. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- 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.

ARTICLE XVIII. GRIEVANCE PROCEDURE

Section 1

A grievance is hereby defined as any misunderstanding, disagreement, dissatisfaction, concern or other conflict with regards to an employee's own conditions of employment.

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

Step 1. The aggrieved employee or employees must present the grievance in writing to the Shop Steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not effected with the supervisor within three (3) working days, the Shop Steward and employee shall submit such grievance in writing to the Union's business representative.

Step 2. The Business Representative shall then take the matter up with the appropriate



Director or his designee. The Director or his designee will issue a written position statement on the grievance within five (5) working days after the meeting.

Step 3. If the grievance is not settled at the Step 2 meeting, the Union shall then take the grievance up with the Superintendent or his designee within ten (10) working days after receipt of the Director's position statement from the Step 2 meeting.

Step 4. If no satisfactory settlement can be agreed upon at the Step 3 level, either party may request that the grievance be referred to arbitration. The parties shall select a mutually agreeable and impartial Arbitrator within ten (10) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the Federal Mediation and Conciliation Service the next day. After the Service submits a list of arbitrators to the Union and the Board, they shall reply with their preferred selections no later than ten 10 days after receipt of such list unless mutually agreed to otherwise. The expense of the Arbitrator selected or appointed shall be borne equally by the Board and the Union.

Section 2

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 question of arbitrability.

Section 3

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 4

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 5

The Step 4 procedures set forth herein may be invoked only by an authorized representative of the Board and the Union.

Section 6

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 the Board.

Section 7

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 8

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

ARTICLE XIX. NO STRIKES AND NO LOCKOUTS

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 cassation of work through slowdowns, strikes, work stoppages or otherwise, nor will the Board engage in any lockouts against any employee covered by this Agreement.

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

ARTICLE XX. UNIFORMS

- A. The Board shall provide for any employee such uniform including protective clothing or any type of protective device that the Board 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 Board will request funds in its yearly budget for uniforms.
- B. Maintenance and safeguarding of uniforms is the responsibility of the individual employee.



- C. The labor-management Safety Committee, acting in accordance with Article XXII, will make recommendations to the Board regarding the provisions of shoes and other protective gear for employees whose safety is deemed to be jeopardized in the performance of the work assignment.

ARTICLE XXI SAFETY COMMITTEE

There shall be a Committee known as the General Safety Committee, with a membership of fourteen (14) individuals, one (1) representative appointed by the Union from each unit covered by this Agreement, two (2) Teamster Officials, and seven (7) representatives appointed by the Board, five (5) from the work areas covered by this Agreement and two (2) from other employees of the Board. Employees will be paid for all time spent in safety Committee meetings. This committee shall meet monthly (or more often as may be decided by the Committee) for the purpose of promoting maximum employee safety. It will be the function of the General Safety Committee to make recommendations to the Board for the purpose of eliminating and controlling unsafe conditions which are liable to cause injury to employees. Response to these recommendations shall be made within thirty (30) days.

ARTICLE XXII SAFETY AND HEALTH

Section 1 - Working Condition

- A. The Board of Education 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 Board 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.
- B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended).
- C. The Board of Education shall furnish and maintain each work place in accordance with standards provided within this Section.

Section 2 - Employees Working Alone

Employees shall not be required to work alone in areas beyond the call, observation or periodic check



of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery are to be handled, or in known dangerous situations when ever the health and safety of an employee would be endangered by working alone.

Section 3 - Corrective Actions

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

DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

The Board shall not require employees to take out on the streets or highways any vehicle or operate any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint. After equipment is repaired, the Board shall place on such equipment an "OK" in a conspicuous place so the employee can see the same.

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 his Board, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Board and shall turn in all available names and addresses of witnesses to the accident.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one copy to be retained by the employee. The Board 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.

When the occasion arises where an employee gives written notice on forms in use by the Board that a vehicle or equipment is in an unsafe working or operating condition, and receives no consideration from the Board, he shall take the matter up with the officers of the Union who will take the matter up with the Board.

Section 4 - Medical Services: On-the-Job Injury

- A. The Board of Education shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the Board of Education shall arrange immediately for transportation to an appropriate medical facility.
- B. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate agency officials.

Section 5 - Safety Devices and Equipment

Protective devices and protective equipment shall be provided by the Board of Education and shall be used by the employees.

Section 6 - Safety Training

- A. The Board of Education shall provide safety training to employees as necessary for performance of their job.

Issues involving safety training may be presented to the Safety Committee established in Article XXII.
- B. The Board of Education shall provide CPR training to all employees who request such training.

Section 7 - Information on Toxic Substance

- A. The Board of Education shall provide to Teamsters information available to the Board concerning hazardous toxic substances present at the job site and known to the Board 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.
- B. 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 Board of Education.

- C. Information concerning toxic substances shall be provided to new employees when they begin work.

Section 8 - Medical Qualifications Requirement

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

Section 9 - Light Duty

- A. The Board of Education agrees to provide light duty assignments for employees injured on the job when they request it to the extent that such light duty is available as follows:
1. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairment(s) and the type of light duty he or she is capable of performing.
 2. The employee will be given light duty assignments for which he or she is qualified, initially within his or her own building and classification. If light duty is not available within the employee's building or classification suitable work will be sought elsewhere in the school system.
 3. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of seniority.

Section 10 - Excessive Temperatures in Buildings

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

Administrative leave will be granted if authorized by the Superintendent or his or her designee.



ARTICLE XXIII. LOSS OR DAMAGE

- A. Employees shall report any loss, damage, or destruction of school property to the supervisor immediately upon becoming aware of such loss, damage or destruction.
- B. Negligent loss or damage of property possessed, controlled or owned by the Board of Education may result in discipline.

ARTICLE XXIV. INCLEMENT WEATHER WORK

Section 1.

Any full-time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work. Employees who are scheduled for less than eight (8) hours will be assigned to work their regular schedule. If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is not other work available in line with his/her normal duty, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay. Employees working on snow detail or who are required to shovel snow shall be assigned in the following order:

1. Volunteers
2. Employees less than 40 years of age
3. In the inverse order of seniority

Any employee designated as an essential employee by the Superintendent will be paid the applicable straight time rate for the hours they work while the system is closed. These employees will receive compensatory time for the time they worked while the system was closed. Any non-essential employee who works a full shift during a late opening or early closing day will receive one (1) hours pay in addition to their regular pay.

Section 2. Reporting Time

During inclement weather where the District Government has declared an emergency, employees (other than those designated essential employees) will be given a reasonable amount of time to report for duty without charge to leave. Those employees required to remain on their post until relieved will be compensated at the appropriate overtime rate or will be given compensatory leave for the time it takes his/her relief to report for duty. The employer agrees to dismiss all non-essential employees when early dismissal is authorized by higher officials



during inclement weather.

ARTICLE XXV. POSITION DESCRIPTION AND CLASSIFICATION

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

ARTICLE XXVI. TRAINING AND CAREER LADDER

A. BASIC TRAINING

Other than skills necessary to qualify for the position, the Board agrees to provide each employee with basic orientation for the performance of his/her job. Such training shall be provided at the Board'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.

B. CONTINUED TRAINING OPPORTUNITIES

The Board 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 Board will inform employees of time or expense assistance the Board may be able to provide.

C. CAREER LADDER

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and

training programs for unit employees shall be a proper subject for labor-management meetings.

D. EXPERIENCE VERIFICATION

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

ARTICLE XXVII. PROMOTIONS

Paragraph 1.

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

Paragraph 2.

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.

Paragraph 3.

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

Paragraph 4.

Screening panels will be comprised of five (5) members consisting of three (3) School Board appointees and two (2) Teamster appointees.

ARTICLE XXVIII. WORK FORCE CHANGES

A. Vacancies

Paragraph 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 both Local 639 and 730.

Paragraph 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 Division of Personnel Services or a designee. Vacancies will be filled on the basis of relative ability, knowledge, skills, quality and length of service, as appropriate.

B. Temporary Appointments

A temporary appointment is defined as an appointment to fill a temporary position, to fill a continuing position for a temporary period or to provide for maintenance of essential services in situations where normal employment procedures are impracticable.

Employees appointed temporarily to a position shall be paid the wage rate established for the position.

C. Transfers

Paragraph 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 school system shall respond to the employee's transfer request within twenty (20) workdays.

Paragraph 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.

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.

E. Reduction in Force

Paragraph 1.

In the event of a layoff (reduction in force), employees shall be laid off in the inverse order of seniority and in accordance with the D.C. Comprehensive Merit Personnel Act of 1978, as amended. Temporary employees shall be laid off first, probationary employees shall be laid off second, and permanent employees last.

Paragraph 2.

Permanent employees involved in a layoff (reduction in force) shall be offered positions according to their seniority and for which they are qualified when such position become available for a period not to exceed two (2) years from the layoff. Probationary employees involved in a layoff shall be offered positions according to their seniority and for which they are qualified when such positions become available for a period not to exceed one (1) year from the layoff. During such periods, a position which becomes vacant shall be offered first to all permanent employees and then to all probationary employees involved in the layoff who qualify for such positions before offering the position to a new employee.

ARTICLE XXIX. OVERTIME

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

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.

ARTICLE XXX. WORK SCHEDULING

I. CAFETERIA MANAGER UNIT

- A. Employees shall work such overtime as may be requested, except in cases of personal emergency. Overtime shall be distributed as equally as possible among employees based upon operational requirements. Overtime requirements shall be determined by the Board. Employees shall be notified of such overtime requirements prior to the end of his regular tour of duty except in cases of emergency.



- B. Work schedules for all regularly assigned part-time employees at a work site shall be posted on the work-site bulletin board at all times.
- C. All employees shall be granted a meal period during a work shift. Whenever possible, the immediate supervisor shall schedule lunch periods near the middle of each shift with due consideration to operational requirements.
- D. The Board has the right to require from every employee effective utilization of his service.

II. CUSTODIAN, TRANSPORTATION, WAREHOUSE AND ENGINEER UNITS

- A. Employees shall work such overtime as may be requested, except in cases of personal emergency. Overtime shall be distributed as equally as possible among employees based upon operational requirements. Overtime requirements shall be determined by the Board. Employees shall be notified of such overtime requirements prior to the end of his regular tour of duty except in cases of emergency.
- B. Work schedules for all regularly assigned full-time employees at a work site shall be posted on the work-site bulletin board at all times.
- C. All employees shall be granted a meal period during a work shift. Whenever possible, the immediate supervisor shall schedule lunch periods near the middle of each shift with due consideration to operational requirements.
- D. The Board has the right to require from every employee effective utilization of his service.

III. CAFETERIA WORKER UNIT

- A. Employees shall work such overtime as may be requested, except in cases of personal emergency. Overtime shall be distributed as equally as possible among employees based upon operational requirements. Overtime requirements shall be determined by the Board. Employees shall be notified of such overtime requirements prior to the end of his regular tour of duty except in cases of emergency.
- B. Work schedules for all regularly assigned part-time employees at a work site shall be posted on the work-site bulletin board at all times.
- C. All employees shall be granted a meal period during a work shift. Whenever possible,

cafeteria employees. However, cafeteria employees will be paid for the winter and spring breaks and the day after Thanksgiving at their regular rate of pay.

The above-noted vacation days are granted in place of regular annual leave.

D. ANNUAL LEAVE – CUSTODIAN, TRANSPORTATION AND ENGINEER UNITS

Paragraph 1.

Every full-time employee shall be eligible for paid annual leave after ninety (90) days of service with the School System. All employees shall start to earn annual leave as of their date of hire at the rate of:

- a. Less than three (3) years service, thirteen (13) days per year.
- b. Three (3) years service, but less than fifteen (15) years service, twenty (20) days per year.
- c. Fifteen (15) or more years service twenty-six (26) days per year.

Employees may accumulate annual leave for later use up to a maximum of thirty (30) days. The minimum amount of leave which may be charged such an employee is one (1) hour. Leave may be used as the employee chooses.

Paragraph 2.

Application for annual leave shall be submitted by the employee on a form provided by the Board to his immediate supervisor. The request must be approved or disapproved as soon as possible.

Paragraph 3.

The rate of annual leave pay shall be the employee's regular straight time rate of pay.

Paragraph 4.

Each supervisor shall develop and post a vacation schedule as early as possible in the leave year. Every effort will be made to grant employees leave during the time requested provided that operations shall not suffer. In instances where the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts being resolved by the application of seniority. Applications for vacations shall be submitted two months in advance of the beginning date of the vacation. No employee will lose annual leave because his vacation is not granted due to operational requirements.



Paragraph 5.

Employees on vacation shall not be subject to call-back except in case of emergency.

E. 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.

F. EDUCATIONAL LEAVE

Paragraph 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.

Paragraph 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 Board.

G. FAMILY CARE LEAVE

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

H. FUNERAL LEAVE

In the event of a death in an employee's immediate family, namely; spouse, children, brothers, sisters, parents, and parents-in-law, 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, or grandparent, an employee shall be granted one (1) day off with pay to attend the funeral.

I. 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.

J. JURY DUTY

Paragraph 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.

Paragraph 2.

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

Paragraph 3.

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

K. LEAVE WITHOUT PAY

Paragraph 1.

Any request for leave without pay shall be submitted in writing (on a form to be provided by the Board) 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.

Paragraph 2.

Any request for leave without pay shall be answered promptly. If a request for more than one week of leave without pay is disapproved, the immediate supervisor shall return the form with the reasons for disapproval indicated.

L. 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 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.

M. MILITARY LEAVE

1. General

- a. Employees who are members of the following reserve components of the armed forces, who as regular full-time employees, are serving under appointments which are not temporary, intermittent, when-actually-employed or part-time, are authorized military leave:
 - (1) National Guard of the United States
 - (2) Army Reserve
 - (3) Naval Reserve
 - (4) Marine Corps Reserve
 - (5) Air National Guard of the United States
 - (6) Air Force Reserve
 - (7) Coast Guard Reserve
- b. Absence from a civilian position for military training or active duty without loss of basic salary is limited to 15 calendar days during each calendar year regardless of the number of training periods.
- c. Non-workdays falling within a period of absence for military training or active duty are charged against the 15 days of military leave; however, non-workdays occurring at the beginning or end of the training period are not charged. If an absence begins or ends on a Saturday or Sunday, no leave is charged. However, when Saturdays and Sundays are in the middle of the 15 calendar days leave is charged.
- d. Military training duty which occurs only on non-workdays will not be counted against military leave.
- e. When an employee exhausts the amount of military leave fixed and limited by statute, he/she may be granted any available accrued annual leave to continue military duty without the imposition of dual compensation restrictions.
- f. Accrued annual leave or leave without pay may be granted to members of other federal or state military components for training or related purposes, not specifically listed

above.

- g. Military leave with pay is authorized for employees who are members of the National Guard of the District of Columbia for all days (no limit) of parade or encampment when ordered to active duty by the Commanding General Pursuant to Title 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 Distributions sheet for forwarding to the Payroll Office.

N. **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.

O. **UNION NEGOTIATING COMMITTEE LEAVE**

Members of the Unions' Negotiating Committee, two (2) from the custodian unit, one (1) from transportation, one (1) from the warehouse and one (1) from each of the other units, shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

P. **VOTING TIME**

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

Q. **SICK LEAVE**



Paragraph 1.

Employees shall start to earn sick leave from their date of hire at a pro-rated rate of one-half (1/2) day for each full bi-weekly pay period, and they shall accumulate sick leave.

Paragraph 2.

Any employee who becomes sick or disabled to the point he is unable to perform his job, or has a scheduled medical or dental appointment, shall be permitted to use accumulated sick leave with no loss of pay in accordance with Section 346 of the Rules of the Board of Education. Requests for sick leave for medical or dental appointments must be made by the employee to his immediate supervisor as soon as the appointment is known to the employee. If an employee cannot report for work due to illness, he shall notify his immediate supervisor at least by the beginning of the employee's normal workday. If an employee expects to be out sick for more than one (1) day, he shall indicate the expected number of days in his initial request. If he cannot indicate the expected number of days, he shall call in every day at least by the beginning of the workday.

Paragraph 3.

Employees shall be credited for unused sick leave by having such sick leave counted for retirement compensation in accordance with Board Rules.

ARTICLE XXXIII. HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
One Personal Holiday
Inauguration Day (every four years)



Any other legal holidays declared by the District Government

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

A. HOLIDAY PAY

Eligible employees shall receive holiday pay based upon their regular hourly rate of pay times the number of hours they would have normally worked on the holiday.

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

B. COMPUTING OVERTIME

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

C. PERSONAL LEAVE

Each employee shall be entitled to and must take one personal leave day per contract year. These days cannot be carried over.

ARTICLE XXXIV. 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 XXXV. PAY PROCEDURES

Paragraph 1.

Salary checks shall be made available to employees as soon as such checks arrive in the building. Employees may not leave their posts of duty to go cash such checks during duty hours unless authorized by their immediate supervisor.

Paragraph 2.



Payroll deduction slips shall be issued with each paycheck, when possible.

Paragraph 3.

When there is an administrative error on a salary check the error shall be corrected immediately, unless it is demonstrated in a particular case that this is not administratively possible.

Paragraph 4.

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

Paragraph 5.

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 occur between 3:00 p.m. and midnight; or ten percent (10%) of their scheduled rate if the majority of their work hours occur between 11:00 p.m. and 8:00 a.m.

Paragraph 6.

Employees who qualify therefor 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 XXXVI. REST AND CLEAN-UP PERIODS

- A. Custodian, Operating Engineer and Cafeteria Worker Units and Warehouse personnel work schedules shall provide for a 15-minute rest period for each four (4) hours worked. Rest periods shall be scheduled by the immediate supervisor to insure continuity of operations. Where possible, rest periods shall be scheduled at the middle of each four (4) hours worked. Any employee who is required to work beyond his regular quitting time into the next shift shall receive a 15-minute rest period before he starts to work on such next shift. In addition, he shall be granted the regular 15-minute rest period for each four (4) hours worked.
- B. Custodian, Operating Engineer, Cafeteria Workers and Transportation and Warehouse Units shall be granted a 15-minute personal clean-up period prior to the end of each work shift.



ARTICLE XXXVII. CONTRACTING OUT

When the contracting-out of work is being considered, the Board 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 cases of emergency. In any such discussion, the Board 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 Board will give due consideration to such suggestions before making a final decision.

ARTICLE XXXVIII. 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 subject to appropriate consultation and negotiation 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.

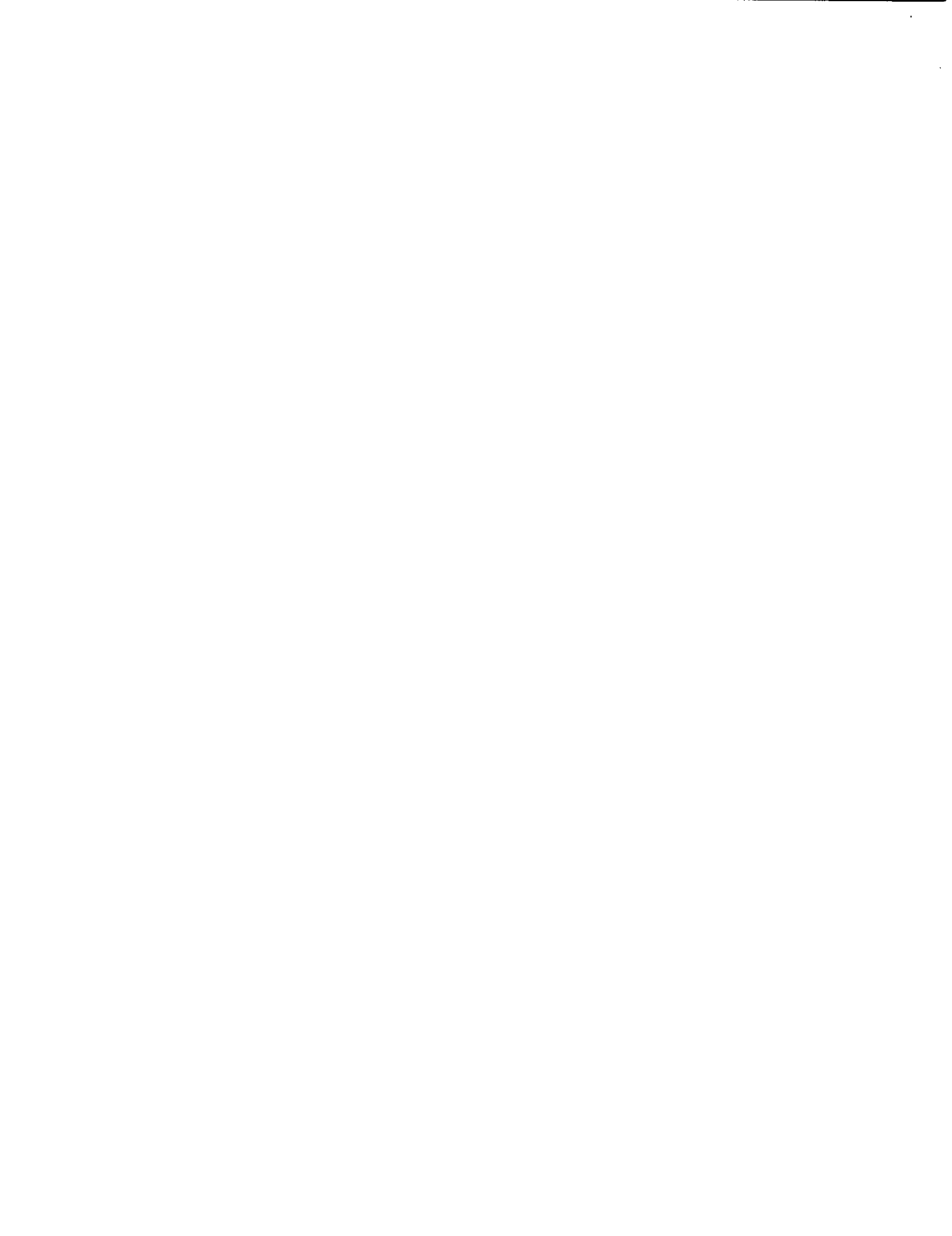
ARTICLE XXXIX. MATTERS NOT COVERED

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 XL. COMPENSATION

Wage Increases

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 Board of Education of such additional funds by means of either a supplemental appropriation or intra-district transfer of funds:



Fiscal Year 2001

Effective the first day of the first pay period beginning on or after October 1, 2000, the wage schedules then in effect shall be adjusted by four percent (4%), in accordance with past methods of increasing base wage schedules.

Fiscal Year 2002

Effective the first day of the first pay period beginning on or after October 1, 2001, the wage schedules then in effect shall be adjusted by three percent (3%) in accordance with past methods of increasing base wage schedules.

Fiscal Year 2003

Effective the first day of the first pay period beginning on or after October 1, 2002, the wage schedules then in effect shall be restructured as set forth in Appendix A attached hereto, and placement upon the new ten (10) step wage schedule shall be based upon each employee's creditable years of service with the Board as a regular wage (RW), lead wage (LW) or supervisory wage (SW) employee.

Bonus

All bargaining unit employees as of the date of execution of this agreement, who are at the time of payment still employed by the Board, will receive a \$250.00 bonus.

ARTICLE XLI. HEALTH PLAN

The parties agree that the Board 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 XLII. BENEFITS

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

ARTICLE XLIII. LEGAL AID

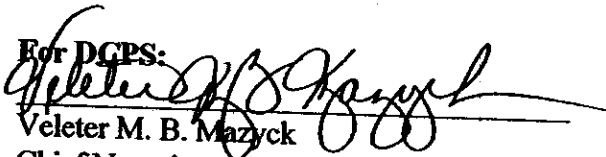
The Board will contribute \$.05 per hour for each hour paid, excluding overtime, to the Teamster Local 639 Public Sector Legal Service Plan for all bargaining unit employees.

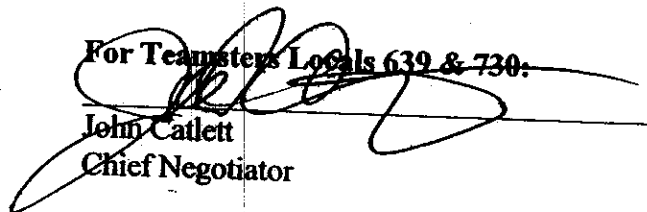


ARTICLE XLIV. DURATION OF AGREEMENT

This Agreement shall be effective as of October 1, 2000, and shall remain in full force and effect until September 30, 2003. All terms and conditions contained in this contract shall become effective as of October 1, 2000, unless otherwise stated in individual Contract articles. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this 25th day of June, 2002.

For DCPS:

Veleter M. B. Mazyck
Chief Negotiator

For Teamsters Locals 639 & 730:

John Catlett
Chief Negotiator

**BOARD OF EDUCATION
DISTRICT OF COLUMBIA**

**TEAMSTER LOCALS 639 AND 730
AFFILIATED WITH THE
INTERNATIONAL
BROTHERHOOD of TEAMSTERS**

Local #639

SW Scale

SALARY SCHEDULE

GRADE	STEPS				
	1	2	3	4	5
1	14.14	14.96	15.33	15.91	16.50
2	14.91	15.54	16.17	16.78	17.41
3	15.69	16.34	16.99	17.65	18.30
4	16.48	17.16	17.84	18.54	19.22
5	17.28	18.00	18.72	19.45	20.16
6	18.02	18.77	19.52	20.27	21.02
7	18.86	19.65	20.43	21.21	22.01
8	19.61	20.43	21.25	22.06	22.88
9	20.37	21.23	22.08	22.93	23.78
10	21.17	22.05	22.94	23.82	24.70
11	21.68	22.59	23.50	24.39	25.30
12	22.29	23.22	24.15	25.08	26.01
13	23.08	24.05	25.01	25.97	26.93
14	23.98	24.98	25.97	26.97	27.98
15	25.02	26.06	27.10	28.14	29.18
16	26.24	27.34	28.43	29.52	30.62
17	27.66	28.81	29.97	31.12	32.27
18	29.15	30.37	31.59	32.80	34.02
19	30.79	32.07	33.36	34.64	35.92

RW Scale

SALARY SCHEDULE

GRADE	STEPS				
	1	2	3	4	5
1	9.31	9.71	10.10	10.48	10.87
2	10.11	10.53	10.96	11.37	11.80
3	10.88	11.34	11.80	12.25	12.71
4	11.68	12.16	12.64	13.13	13.61
5	12.46	12.97	13.49	14.02	14.53
6	13.22	13.77	14.32	14.87	15.43
7	14.07	14.65	15.24	15.83	16.41
8	14.87	15.48	16.10	16.72	17.34
9	15.63	16.28	16.93	17.58	18.22
10	16.42	17.07	17.79	18.47	19.15
11	17.23	17.94	18.66	19.38	20.09
12	18.00	18.75	19.50	20.25	21.00
13	18.75	19.53	20.32	21.10	21.87
14	19.56	20.37	21.19	22.01	22.81
15	20.34	21.19	22.04	22.88	23.73

LW Scale

SALARY SCHEDULE

GRADE	STEPS				
	1	2	3	4	5
1	10.19	10.61	11.04	11.46	11.89
2	11.04	11.50	11.96	12.41	12.87
3	11.92	12.41	12.91	13.41	13.90
4	12.77	13.31	13.85	14.37	14.91
5	13.59	14.16	14.73	15.29	15.86
6	14.49	15.09	15.69	16.30	16.90
7	15.39	16.03	16.67	17.32	17.96
8	16.30	16.98	17.67	18.34	19.02
9	17.11	17.82	18.54	19.24	19.96
10	18.00	18.75	19.50	20.25	21.00
11	18.89	19.67	20.45	21.25	22.03
12	19.71	20.53	21.35	22.18	22.99
13	20.59	21.45	22.31	23.16	24.02
14	21.48	22.38	23.27	24.17	25.06
15	22.41	23.34	24.27	25.21	26.14

Assumption: 4% Increase in FY 2001

SW Scale

SALARY SCHEDULE

GRADE	STEPS				
	1	2	3	4	5
1	14.56	15.40	15.79	16.38	17.00
2	15.36	16.00	16.65	17.28	17.93
3	16.17	16.83	17.50	18.18	18.85
4	16.97	17.68	18.38	19.09	19.80
5	17.80	18.54	19.28	20.03	20.77
6	18.56	19.34	20.11	20.88	21.65
7	19.43	20.24	21.04	21.85	22.67
8	20.20	21.04	21.88	22.73	23.57
9	20.99	21.86	22.74	23.61	24.49
10	21.80	22.72	23.63	24.54	25.44
11	22.33	23.27	24.20	25.12	26.06
12	22.96	23.91	24.87	25.83	26.79
13	23.78	24.77	25.76	26.75	27.74
14	24.70	25.72	26.75	27.78	28.81
15	25.77	26.84	27.92	28.99	30.06
16	27.03	28.16	29.29	30.41	31.54
17	28.49	29.68	30.87	32.05	33.24
18	30.03	31.28	32.54	33.78	35.04
19	31.71	33.03	34.36	35.68	37.00

RW Scale

SALARY SCHEDULE

GRADE	STEPS				
	1	2	3	4	5
1	9.59	10.00	10.40	10.79	11.20
2	10.41	10.85	11.29	11.71	12.15
3	11.21	11.68	12.15	12.61	13.09
4	12.03	12.52	13.02	13.53	14.02
5	12.83	13.36	13.89	14.44	14.97
6	13.62	14.18	14.75	15.31	15.89
7	14.49	15.09	15.69	16.30	16.90
8	15.31	15.95	16.58	17.23	17.86
9	16.10	16.77	17.43	18.10	18.77
10	16.92	17.58	18.32	19.03	19.73
11	17.75	18.48	19.22	19.96	20.70
12	18.54	19.31	20.09	20.86	21.63
13	19.31	20.12	20.93	21.73	22.53
14	20.14	20.99	21.83	22.67	23.50
15	20.95	21.83	22.70	23.57	24.44

LW Scale

SALARY SCHEDULE

GRADE	STEPS				
	1	2	3	4	5
1	10.49	10.93	11.37	11.81	12.25
2	11.37	11.84	12.31	12.79	13.26
3	12.28	12.79	13.29	13.81	14.32
4	13.16	13.71	14.26	14.81	15.36
5	14.00	14.59	15.17	15.75	16.34
6	14.92	15.54	16.17	16.79	17.41
7	15.85	16.51	17.17	17.84	18.49
8	16.79	17.49	18.20	18.89	19.59
9	17.62	18.36	19.09	19.82	20.56
10	18.54	19.31	20.09	20.86	21.63
11	19.45	20.26	21.07	21.88	22.69
12	20.31	21.15	21.99	22.84	23.68
13	21.20	22.09	22.98	23.86	24.74
14	22.13	23.05	23.97	24.89	25.82
15	23.08	24.04	25.00	25.97	26.92

Assumption: 3% Increase to FY 2002

SW Scale

SALARY SCHEDULE

GRADE	STEPS									
	1	2	3	4	5	6	7	8	9	10
1	13.83	15.03	15.34	15.95	16.53	17.23	17.98	19.06	20.39	22.02
2	14.59	15.61	16.18	16.82	17.44	18.18	18.97	20.11	21.51	23.24
3	15.36	16.42	17.01	17.70	18.33	19.11	19.94	21.14	22.62	24.43
4	16.12	17.24	17.86	18.58	19.25	20.07	20.94	22.20	23.76	25.66
5	16.91	18.09	18.74	19.49	20.20	21.05	21.97	23.29	24.92	26.91
6	17.64	18.86	19.55	20.32	21.06	21.95	22.91	24.28	25.98	28.06
7	18.46	19.74	20.45	21.26	22.05	22.98	23.98	25.42	27.20	29.38
8	19.19	20.53	21.27	22.12	22.92	23.89	24.93	26.43	28.28	30.54
9	19.94	21.33	22.10	22.98	23.82	24.83	25.91	27.46	29.39	31.74
10	20.71	22.16	22.96	23.88	24.74	25.79	26.91	28.52	30.52	32.96
11	21.22	22.70	23.52	24.45	25.34	26.42	27.57	29.22	31.27	33.77
12	21.81	23.33	24.17	25.14	26.05	27.16	28.34	30.04	32.14	34.71
13	22.59	24.16	25.04	26.03	26.98	28.13	29.35	31.11	33.29	35.95
14	23.46	25.09	26.00	27.03	28.02	29.21	30.48	32.31	34.57	37.34
15	24.48	26.19	27.13	28.21	29.23	30.48	31.80	33.71	36.07	38.95
16	25.68	27.47	28.47	29.59	30.67	31.97	33.36	35.36	37.84	40.87
17	27.07	28.95	30.00	31.20	32.33	33.70	35.17	37.28	39.89	43.08
18	28.52	30.52	31.63	32.88	34.08	35.53	37.07	39.30	42.05	45.41
19	30.12	32.23	33.40	34.72	35.98	37.51	39.14	41.89	44.40	47.95

RW Scale

SALARY SCHEDULE

GRADE	STEPS									
	1	2	3	4	5	6	7	8	9	10
1	9.11	9.75	10.11	10.50	10.89	11.35	11.84	12.56	13.43	14.51
2	9.89	10.58	10.97	11.40	11.82	12.32	12.86	13.63	14.58	15.75
3	10.65	11.39	11.81	12.28	12.73	13.27	13.85	14.68	15.70	16.96
4	11.42	12.22	12.65	13.16	13.64	14.21	14.83	15.72	16.82	18.17
5	12.19	13.04	13.51	14.05	14.55	15.17	15.83	16.78	17.96	19.40
6	12.94	13.83	14.33	14.90	15.45	16.11	16.81	17.82	19.07	20.59
7	13.77	14.72	15.25	15.87	16.44	17.14	17.88	18.96	20.28	21.91
8	14.55	15.56	16.12	16.76	17.37	18.11	18.90	20.03	21.43	23.15
9	15.29	16.35	16.95	17.62	18.26	19.03	19.86	21.05	22.52	24.33
10	16.07	17.15	17.81	18.52	19.19	20.00	20.87	22.12	23.67	25.57
11	16.86	18.03	18.68	19.42	20.13	20.98	21.90	23.21	24.83	26.82
12	17.61	18.84	19.52	20.30	21.04	21.93	22.88	24.26	25.96	28.03
13	18.35	19.63	20.34	21.15	21.91	22.84	23.84	25.27	27.03	29.20
14	19.14	20.47	21.22	22.06	22.85	23.82	24.86	26.35	28.20	30.45
15	19.90	21.29	22.07	22.94	23.77	24.78	25.86	27.41	29.33	31.68

LW Scale

SALARY SCHEDULE

GRADE	STEPS									
	1	2	3	4	5	6	7	8	9	10
1	9.97	10.66	11.05	11.49	11.91	12.41	12.95	13.73	14.69	15.87
2	10.80	11.55	11.97	12.44	12.90	13.44	14.03	14.87	15.91	17.18
3	11.67	12.47	12.92	13.44	13.93	14.52	15.15	16.06	17.18	18.56
4	12.50	13.37	13.86	14.41	14.94	15.57	16.25	17.22	18.43	19.90
5	13.30	14.23	14.75	15.33	15.89	16.56	17.29	18.32	19.60	21.17
6	14.17	15.16	15.71	16.34	16.93	17.65	18.42	19.52	20.89	22.56
7	15.06	16.11	16.69	17.36	17.99	18.75	19.57	20.74	22.19	23.97
8	15.95	17.06	17.69	18.38	19.05	19.86	20.73	21.97	23.51	25.39
9	16.74	17.91	18.56	19.29	19.99	20.84	21.75	23.05	24.67	26.64
10	17.61	18.84	19.52	20.30	21.04	21.93	22.88	24.26	25.96	28.03
11	18.48	19.76	20.48	21.30	22.07	23.01	24.01	25.45	27.23	29.41
12	19.29	20.63	21.37	22.23	23.03	24.01	25.06	26.56	28.42	30.69
13	20.14	21.55	22.34	23.22	24.06	25.09	26.18	27.75	29.69	32.07
14	21.02	22.48	23.30	24.23	25.11	26.17	27.31	28.95	30.98	33.46
15	21.93	23.45	24.30	25.27	26.18	27.30	28.48	30.19	32.31	34.89

