AGREEMENT BETWEEN THE

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

AND

TEAMSTERS LOCALS 639

COVERING CUSTODIAL EMPLOYEES

AND ATTENDANCE COUNSELORS

THROUGH September 30, 2025

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ARTICLE 1. RECOGNITION: COVERAGE

A. The District of Columbia Public Schools (DCPS) recognizes the Teamsters Local 639 (Teamsters or 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 units and classifications as hereinafter defined, but excluding the employees transferred to the Office of Public Education Facilities Modernization (OPEFM) and the Transportation Unit.

B. The Custodial unit is composed of employees in the following job titles:

- Custodial Foreman
- Digital Computer Mechanic
- Gardener
- Gardener Worker
- General Appliance Repairer
- Custodian
- Floater Custodian
- School Maintenance Worker
- Musical Instrument Repairman

C. The Attendance Counselor unit shall consist of employees in the following job title:

- Attendance Counselors in the EG-09 classification

D. The Food and Nutrition Services Team members are composed of employees in the following job titles:

- Lead
- Cook
- Food Service Worker
- Driver

E. 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 DCPS or in the Chancellor as delegated by the Mayor.

ARTICLE 2.

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

ARTICLE 3. EXTRA CONTRACT AGREEMENTS

DCPS 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

A. Principle of Seniority - The principle of seniority shall apply 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. DCPS shall furnish the Union with a seniority list showing the continuous service of each employee within that occupational unit within 30 days of a written request.

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 DCPS Human Resources of his desire to return to work thirty (30) days prior to the expiration of an 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.

ARTICLE 5. UNION ACTIVITIES

A. 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 DCPS' business, nor shall there be any discrimination against any employee because of union membership or activities.

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 in which the employees did not earn any wages. DRIVE deductions and the revocation of such deductions shall be made in accordance with the procedures of the Office of Pay and Retirement Services (OPRS), District of Columbia Government.

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 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 10. FINANCIAL INSTITUTION CHECK-OFF

A. DCPS agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the DCPS 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 No. 639, biweekly. DCPS 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.

B. Financial Institution deductions shall be made in accordance with the procedures of the Office of Pay and Retirement Services (OPRS). The Union shall indemnify, defend and hold the employer harmless against any and all cl

4. Suspension (notice to be given in writing)

5. Discharge

B. 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 of the school or school system. An employee may also be demoted or reduced in grade without DCPS being required to follow the progression indicated in this provision, if warranted by the severity of his/her actions. In no case will a demotion or reduction in grade be executed without due process.

C. Any disciplinary action or measure imposed upon an employee must be sent to the employee within fifteen (15) work days following the knowledge of the matter upon which the proposed action is based. It is understood that "knowledge of the matter" refers to the result of a reasonable and timely investigation.

D. If DCPS 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.

E. 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 ten (10) work days prior to the effective date. The notice shall include the intended action, with reasons for the action so stated. Within five (5) work days 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 92 reW*nBT/F1 12 T3(all)9( )6BT/F1 1e4 3 0 1 209 1 506.92 Tf1 0 0 1 78.504 635.3T 1 7

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

B. Any grievance arising between DCPS and the Union or an employee covered by this Agreement who is 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 union representative within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. In accordance with District law, any grievance containing a pay dispute shall be limited to three (3) years from the date of the violation giving rise to the grievance. Any grievance on a pay dispute in which the employee was paid incorrectly due to no fault of his or her own and without his or her knowledge, shall not be restricted to the three (3) year ti

E. The 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.

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

G. 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 DCPS.

H. 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.

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

ARTICLE 16. NO STRIKES AND NO LOCKOUTS

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 DCPS engage in any lockouts against any employee covered by this Agreement.

B. 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.

C. Nothing in this Article shall prevent DCPS from seeking appropriate relief in any forum, in the event of any unauthorized work stoppage, slowdown, walkout or other cessation of work.

ARTICLE 17. UNIFORMS/DRESS CODE

A. With respect only to the Custodial Unit, DCPS shall provide for any employee such uniform including protective clothing or any type of protective device that DCPS requires the employee to wear as a condition of employment. Shoes, socks, or stockings, sweaters, and belts shall be furnished by the employee. DCPS will request funds in its yearly budget for uniforms.

B.

B. Employees Working Alone

Employees shall not be required to work alone whenever the health and safety of an employee would be endangered by working alone.

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 and others at the worksite.

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.

D. Defective Equipment and Dangerous Conditions of Work

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

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

3. DCPS shall not knowingly require employees 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 DCPS has addressed the complaint. After equipment is repaired, DCPS shall place on such equipment a written notation indicating that the equipment is safe to operate. Such notation shall be placed in a conspicuous place so the employee can see the same.

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

E. Medical Services: On-the-Job Injury

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

2. 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.

F. Safety Devices and Equipment

Protective devices and protective equipment shall be provided by DCPS and shall be used by the employees. Failure to wear protective devices and protective equipment shall be cause for discipline. The Union shall encourage employees to work in a safe and healthful manner.

G. Safety Training

1. DCPS shall provide safety training to employees as necessary for performance of their job.

2. Issues involving safety training may be presented to the Safety Committee established in Article 20.

3. DCPS shall provide CPR training to all employees who requesteW*nBT/F1 12 Tf1 0 0 1 99.144 313.01 Tm

ARTICLE 23. POSITION DESCRIPTION AND CLASSIFICATION

A. A copy of an employee's position description shall be made available to the employee 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 be able to obtain his/her 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 action from DCPS' Human Resources Division, as this appeal is not a subject for the grievance and arbitration procedure contained in this Agreement.

ARTICLE 24. TRAINING AND CAREER LADDER

A. Basic Orientation

1. Other than skills necessary to qualify for the position, DCPS agrees to provide each employee with basic orientation for the performance of his/her job. Such orientation shall be provided at DCPS' expense and, if possible,

C. Career Ladder

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

1. DCPS shall offer all custodial employees training on basic Level 1 repairs in conjunction with the Department of General Services (DGS).

D. Experience Verification

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

ARTICLE 25. PROMOTIONS

A. All employees are entitled to have information regarding promotion policies and procedures.

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.

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

D. Interview panels will be comprised of five (5) members consisting of three (3) DCPS appointees and two (2) Teamster appointees.

ARTICLE 26. WORK FORCE CHANGES

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 on the DCPS career opportunities website. Weekly vacancy lists will be posted on work-site bulletin boards and a copy of such notice shall be given to Local 639. Email notification to the Union by DCPS shall also be sufficient to satisfy the requirements of this section.

2. Applications for DCPS vacancies shall be made on the form indicated in the vacancy announcement. Vacancies will be filled on the basis of relative ability, knowledge, skills, quality and length of service, as appropriate.

B. Temporary Appointments

1. 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.

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

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 may be transferred to vacancies for which they qualify provided that such transfer does not adversely affect the operation of the work site from which the employee is leaving. The employee's immediate supervisor shall respond to the employee's transfer request within twenty (20) work days. DCPS will not transfer any employee without first providing the employee with advance written notice. Transfers shall be effectuated in accordance with all applicable DCPS human resources policies and procedures.

2. If a transfer is granted in response to an emis q0.0000 3TJ912 T nBT/F1 12 Tf1 0 0wct90.020 G f1 -3(3TsR

B. Employees shall be notified of their tour of duty at the start of the school year.

C. DCPS has the right to require the effective and full utilization of each Employee's service throughout the Employee's entire shift.

   1. Employees must arrive at their worksite at the start of the tour of duty and remain at work until the end of their tour of duty, unless leave is requested and granted.

J. Leave Without Pay

1. Any request for leave without pay shall be submitted in writing (on a form to be provided by DCPS) 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. Leave without pay may be granted at the sole discretion of the Chancellor or his or her designee.

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.

K. Maternity/ Paternity Leave

1. 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 addition

ii. Army Reserve

iii. Naval Reserve

iv. Marine Corps Reserve

v. Air National Guard of the United States

vi. Air Force Reserve

vii. Coast Guard Reserve

b. Absence from a civilian position for military training or active duty without loss of basic salary is limited to fifteen (15) calendar days during each calendar year regar

b. A copy of the military orders is to be presented to the supervisor. It will be processed for submission to the Payroll Office.

c. This section will be administered by DCPS in accordance with the provisions of the Uniformed Services and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. 4301 et seq. and USERRA regulations outlined at 20 C.F.R. 1002 et seq.

M. Union Negotiating Committee Leave

Four (4) members from the custodian unit shall be members of the Union Negotiating Committee, and shall, upon proper application, be excused without loss of pay for working time spent in regular negotiations with DCPS or its representatives.

N. 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/she may be granted an amount of excused leave which will permit him/her to report for work three

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

4. The parties shall implement a Sick Leave Incentive Program.

    a. In order to recognize an employee's productivity through his or her responsible use of accrued sick leave, DCPS agrees to provide time off in addition the employee's current accrual under the Agreement. A full time employee who is in a pay status for the calendar year shall accrue annually:

        i. Two (2) personal leave days for utilizing zero days of accrued sick leave.

ARTICLE 34. CONFORMITY TO LAW/SAVING CLAUSE

A. 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.

B. 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 35. 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 36. COMPENSATION

The parties agree that any provision of this agreement requiring legislative action to permit its implementation by enactment

each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program.

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

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

ARTICLE 40. SCHOOL ADMINISTRATOR TRAININGment process.

Within 180 days of the ratification of this contract, DCPS and Teamsters shall host a joint training for managers on the provisions of this contract, custodial job descriptions and duties, and the evaluation of custodians.

ARTICLE 41. NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

DCPS will set aside $50,000 per year over the life of the contract to be used toward the Negotiated Employee Assistance Home Purchase Program (NEAHP) for the duration of the agreement. If at any time the funds set aside have been depleted, the parties will convene negotiations to provide additional funds for the program. Any funds not exhausted during the life of the contract will revert to DCPS.

ARTICLE 42. managers on the pr5T1 02 G3(T)0 612 792 reW*BT/F2 12 Tf1 0 0 1 72.024 415.63 Tm0 g0 G[]TJ,0 s-.01 T

become effective as of October 1, 2021, 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 the 9th day of August, 2023.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Dr. Lewis D. Ferebee, Chancellor
DC Public Schools

FOR THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 639, AFL-CIO

Scott Clark, Secretary Treasurer
Teamsters Local 639

Lin axwell, r
Office of Labor Relations &
Collective Bargaining

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APPROVAL

This collective bargainin he District of Columbia Public Schools and Teamsters Local 639, da as been reviewed in accorda 7.17 of the District of and is hereby approved on t 2023.

Mu , Mayor