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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**UNITED PLANNING ORGANIZATION**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA LOCAL 2336**

**PREAMBLE**

This Agreement is entered into as of this XX day of XXXX 20XX, by and between the United Planning Organization, (hereinafter referred to as the "Employer") and the Communications Workers of America (hereinafter referred to as the "Union"). The Employer and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the United Planning Organization ("UPO") covered by this Agreement, including new hires, the Employer's and the Union's aim to conduct themselves in a spirit of responsibility and respect, and of the measures they have agreed upon to insure adherence to this purpose.

**ARTICLE 1 - RECOGNITION**

1. The Employer recognizes the Communications Workers of America, Local 2336, as the sole and exclusive bargaining representative for all employees located at UPO's various Washington, D.C. locations who are full-time or part-time non-professional and professional employees of UPO inclusive of the job titles set forth in Appendix 1, but excluding all supervisors, confidential and managerial employees, as defined in the National Labor Relations Act ("NLRA"), as amended.
2. Temporary employees, whether full-time or part-time, are not eligible to be members of the union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The parties recognize that UPO is a nonprofit corporation, which operates as the Community Action Agency for the District of Columbia, responsible for providing leadership, support, and advocacy to advance the welfare of low income residents of the District of Columbia toward self-sufficiency and for planning, coordinating, and implementing programs in the community. The parties recognize the critical nature of the services provided by UPO and its employees to the health and welfare of the community and in many cases the very day-to-day survival of its residents. The parties dedicate this Agreement to the purpose of providing citizens of District of Columbia with uninterrupted services delivered by capable individuals who are devoted to the important mission of UPO.

Except as restricted by the express terms of this Agreement, the management and conduct of the operations of UPO and the direction of its work force remain the exclusive prerogative of the Employer.

1. This shall include the right, subject only to the express terms of this Agreement, to supervise and direct employees; to determine the means and methods of performance of its functions; to plan and schedule work and work assignment; to hire and lay-off employees; to classify, assign, transfer, demote and promote employees; to evaluate the efficiency and competency of employee performance; to discipline or discharge employees for just cause; to discontinue, curtail, or change existing or future jobs or operations; to introduce and operate new or improved methods, facilities, processes, and/or techniques; to determine, control, and/or change the quality, quantity, and nature of the functions and services performed by UPO; to maintain discipline and order, and to promote efficiency and productivity in the operation of the programs in which the employees covered by this Agreement are employed.
2. This also includes the right to adopt, publish, distribute, modify, and enforce rules and regulations, and manuals of operations and employment policies and procedures not inconsistent with the terms of this Agreement, as the Employer considers to be necessary and appropriate for the effective performance of its functions and/or to assure that its operations are in accordance with the contracts, rules, regulations, and guidelines under which it operates.

3. The Employer shall not use these rights and powers in conflict with any provision of this Agreement nor to discriminate because of any employee's union activities or affiliation, or lack thereof.
4. The exercise by the Employer of the rights reserved by this Article shall not be subject to the grievance procedure of this Agreement, except when any act or decision by the Employer is contrary to a specific provision of this Agreement as prescribed in the Informal Resolution Process, Grievance and Arbitration Article 29 Section 1.
5. The Employer's obligation to comply with and/or perform its obligations under any provision of this Agreement is subject to the availability of funding each and every circumstance in which compliance with and/or performance of the terms and conditions of this Agreement depends upon expenditure of funds. It is understood and agreed that UPO's funding is derived from several distinct grants, and UPO is proscribed by the terms of its grants, and/or their related guidelines, regulations, and other written and unwritten directions, instructions, terms, and conditions from using grant funds for any purpose(s), or use(s) other than such purpose(s) as may be designated by the grantor. The determination of whether funds are available to comply with any term of this Agreement and/or to perform in accordance with any particular provision of this Agreement shall remain the exclusive prerogative of the Employer to determine in its discretion in good faith.
6. The Employer and the Union agree that management retains for itself all rights and privileges inclusive of the Articles set forth in Appendices 2 - 5 herein, that it had prior to this Agreement, unless specifically modified by this Agreement.

### **ARTICLE 3 - NON-DISCRIMINATION**

1. Pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, Section 402 of the Vietnam Era Veteran Readjustment Act of 1974, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, as amended, Equal Pay Act of 1963, as amended, Americans with Disabilities Act of 1991, and the D.C. Human Rights Act of 1977, Title 2, Chapter 14 of the D.C. Code, it is the policy of UPO and the Union to ensure through affirmative action that vacant positions are filled with the best qualified candidates. UPO will not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation,

gender identity or expression, family responsibilities, matriculation, political affiliation, genetic information, disability, credit information, or Vietnam Era Veteran status.

2. The use of male or female gender in this Agreement shall be construed as including both genders and not as a gender limitation.

#### **ARTICLE 4 - LABOR-MANAGEMENT COOPERATION**

The Employer and the Union agree to establish a joint Labor-Management Committee consisting of four (4) bargaining unit representatives, selected by the union and four (4) management representatives selected by the management. The Committee will meet quarterly to discuss improving efficiency, economy of operation, working conditions, and other issues raised by employees, and/or management to resolve problems of employees. The quarterly meetings shall be held in the following months: March, June, September, and December. If a scheduling conflict arises, the meeting can be rescheduled by mutual agreement. The Labor-Management Committee shall have no authority to adopt, modify or implement any policy, practice or decision but shall function to identify methods for improving operations and working conditions for consideration by management.

#### **ARTICLE 5 - EMPLOYMENT CLASSIFICATION**

1. All new employees, full-time and part-time, shall receive Introductory Appointments for a period of six months. These appointments shall be made for the purpose of affording UPO an opportunity to evaluate the performance of the employee and provide the employee with feedback and a review prior to the end of the six month Introductory Appointment period. The employees shall not have the right to file a grievance or request arbitration pursuant to Article 29 regarding any aspect of the review and feedback, including but not limited to the content, occurrence or process involved with the review and feedback. Employees occupying Introductory Appointments may be terminated at any time during the six month period for any lawful reason, and shall have no right to file a grievance or request arbitration pursuant to Article 29 during their Introductory Appointment.
2. Upon the expiration of the six month Introductory Appointment, an employee who satisfactorily completes the period may, upon the recommendation of his/her supervisor and the approval of the appropriate Division Head, Office Director, or President/Chief Executive Officer, be offered a Regular Appointment.
3. A full-time employee is an employee hired to fill a regular position and who is normally scheduled to work 75 hours or more within a two week pay period and who has successfully completed a six month Introductory Appointment.
4. A part-time employee with benefits is an employee hired to fill a regular position and is normally scheduled to work on a continuing basis at least twenty-one (21) hours a

week, but less than seventy-five (75) hours within a two week pay period and who has successfully completed a six month Introductory Appointment.

5. A part-time employee with limited benefits is an employee hired to fill a regular position and is normally scheduled to work on a continuing basis less than twenty-one (21) hours a week and who has successfully completed a six month Introductory Appointment.
6. An exempt employee is not covered by the minimum wage and overtime provisions of the Federal Fair Labor Standards Act/D.C. Wage and Hour Laws.
7. A non-exempt employee is covered by the minimum wage and overtime provisions of the Federal Fair Labor Standards Act/D.C. Wage and Hour Law.

#### **ARTICLE 6 – NEW JOB TITLES AND CLASSIFICATIONS**

The Employer may in its discretion establish new job titles and salary rates of pay for any new positions created during the term of this Agreement. The Employer shall furnish the job title with a description of the duties and salary/hourly rates of new positions to the union at least seven (7) days, where practicable, prior to official posting via an email to the Local President. Employees may make application for the posted position and Employer shall consider such application during the hiring process. Listing of job titles and classifications are set forth in Appendix 1. The Union and Employer agree to review Appendix 1 at the quarterly meeting scheduled and held in accordance with Article 4 and update it as necessary.

#### **ARTICLE 7 - HOURS OF WORK AND WORK SCHEDULING**

1. UPO reserves the exclusive right to determine work scheduling and to determine the number of employees, if any, to be used during any workday.
2. The UPO standard day is 8 ¼ hours in length, from 8:45 a.m. to 5:00 p.m., which includes 7 ½ hours of work and an unpaid lunch of forty-five (45) minutes, Monday through Friday. However, some programs operate with an 8 ½ hour shift, which includes 7 ½ hours of work and an unpaid lunch of sixty (60) minutes. Lunch periods are usually taken between the hours of 11:30 a.m. and 2:00 p.m. each workday. Lunch should be scheduled at a time compatible with both work schedule and office staffing needs.
3. Where an employee's working hours have been authorized to vary from the above referenced workday in Paragraph 2 above with approval from the Office Director, Division Head and/or Unit Manager, the Union should be notified within thirty (30) days after implementation of the variation.

The Employer will make every effort to provide an employee with a forty-eight (48) hour advance notice for a temporary, short-term change in his/her tour of duty and provide a seven (7)

day advance notice for a long-term change in his/her tour of duty. However, the Employer has the right to alter an employee's tour of duty as necessitated by customer needs and staffing availability. For the purposes of this Article, "temporary, short-term change" is defined as lasting no more than ten (10) working days/two weeks. Anything over ten (10) working days/two weeks will be considered a "long-term change."

## **ARTICLE 8 - SALARIES AND WAGES**

1. Each employee will be paid by check or by direct deposit on Friday of every other week or on Thursday dated for Thursday, if Friday is a holiday.
2.
  - a. Each employee shall retain during fiscal years 2024, 2025, 2026, 2027, and 2028, the base wage rate or salary approved for his/her position and classification. In the event UPO identifies funds approved by UPO's funding source(s) for a lump sum payment on a grant-by-grant or contract-by-contract basis each bargaining unit employee employed under the particular grant or contract shall receive a bonus determined by the grant or contract.
  - b. In Fiscal Years 2024, 2025, 2026, 2027, and 2028, in accordance with the application process, directives, guidance and/or standard procedures established on a grant by grant or contract by contract basis, UPO will seek salary enhancements, COLAs, quality improvements or salary differentials for bargaining unit employees within the terms and conditions provided by each grantor or contractor. In accordance with the application process, directives, guidance and/or standard procedures established by UPO funding sources on a grant by grant or contract by contract basis, UPO will endeavor to obtain a 5% increase or such other increase directed by the funding source on a grant by grant or contract basis. If a funding source approves a salary enhancement, COLA, quality improvement or salary differential, each bargaining unit employee employed under the particular grant or contract shall receive an increase in accordance with the funding provided. A written explanation of the increase, stating the reason of the increase, shall be included with the employee's first pay check reflecting the increase.
  - c. The UPO President/Chief Executive Officer and/or his/her designees and the CWA Representative and his/her designees will meet at least two (2) times within a fiscal year to review the UPO budget status and funding process on a grant by grant or contract by contract basis with regard to salaries and wages in accordance with (a) and (b) above.
  - d. Annually or whenever a grant/contract award is up for renewal (e.g., multiyear grant/contract award), the Employer shall make separate requests to each of its funding sources for a salary increase or COLA for bargaining unit employees in



accordance with the Consumer Price Index (CPI), with verification to the Union. The Employer shall notify the Union when UPO receives a grant/contract award that includes positions for UPO employees that are Union members. Upon request by the Union, the Employer shall make available to the Union for review, sections of the grant/contract award concerning bargaining unit wages and fringe benefits.

- e. Upon a showing that the Employer has failed to seek in good faith appropriate wage rates for bargaining unit employees and/or has failed to pay bargaining unit employees amounts allocated by a grant as wages for bargaining unit employees, the Union shall be entitled to re-open the issue of wages on each anniversary of this Agreement.
3. Overtime compensation will be paid to a non-exempt employee for actual time worked in excess of 37.5 hours in a regular work week. A non-exempt employee who works overtime shall be compensated at the rate of time and one-half of the hourly rates of pay. If an employee's normal work week is five (5) days other than Monday through Friday, he/she will be eligible for overtime pay if he/she works hours in excess of the regular work week on his/her scheduled days off. In all other cases he/she is subjected to the above regulation.
4. Before a non-exempt employee may be permitted to work in excess of 37.5 hours in a regular work week, or any number of hours on Saturday, Sunday, or a legal holiday, written approval must be obtained in advance from the employee's supervisor.
5. After ten (10) consecutive workdays, a Classroom Associate temporarily assigned to a vacant Teacher position will receive an Acting Status Appointment and a Temporary Promotion with a salary increase.
6. The table attached as Appendix 1 indicates the exempt or non-exempt status of UPO positions.
7. UPO will endeavor to obtain an additional \$2.00 an hour from the funding sources for CDL Drivers.

## **ARTICLE 9 - BENEFITS**

1. A full-time employee is eligible for fringe benefits including Annual Leave (Annual Leave or Predetermined Leave and Flexible Leave, as applicable to the position), Election Day Leave, Sick Leave, Personal Days, Family and Medical Leave, Bereavement Leave, Military Leave, Group Life Insurance, Retirement, Group Medical, Dental, Vision Insurance, Long Term Disability, Short Term Disability, Voluntary Life Insurance, Transit, and paid holidays. Additional benefits may become available through UPO, and any additional benefits will be communicated to eligible

staff.

2. Any eligible employee serving an Introductory Appointment may elect to participate in the UPO Group Medical Insurance, is eligible to accrue Annual Leave or receive Predetermined Leave and Flexible Leave (as applicable to the position), is eligible to accrue Sick Leave, and is entitled to paid holidays.
3. A part-time employee with benefits, whose scheduled weekly hours are at least twenty-one (21) hours per week and less than seventy-five (75) hours in a pay period, is eligible for half the amount of Annual Leave, Election Day Leave, Sick Leave, and Personal Days to which a full-time employee is entitled. He/she is eligible to participate in the Group Life Insurance and Retirement Plans, with the amount of benefits based on his/her salary. He/she is eligible for Group Medical, Dental, Vision Insurance and Family and Medical Leave. Payment for holidays and Bereavement Leave will be based upon the hours he/she is regularly scheduled to work.
4. A part-time employee with limited benefits, whose scheduled weekly hours are less than twenty-one (21) hours per week, is eligible to accrue and use Sick Leave consistent with the Sick Leave Policy and is not eligible to receive any other benefits or paid time off.
5. All premiums for UPO's Group Life Insurance coverage are paid by UPO for eligible employees. Coverage begins on the first day of employment. Coverage terminates at the end of the pay period following termination.
6. Each UPO employee participating in UPO's Group Medical Insurance Plan will be responsible for payment of fifty percent (50%) per month of the cost of their respective premiums.

During the term of this Agreement, in accordance with the application process, directives, guidance and/or standard procedures established on a grant by grant or contract by contract basis, UPO will seek medical benefit increases within the terms and conditions provided by each grantor or contractor. If all funding sources approved medical benefit increases, all bargaining unit employees shall receive an employer contribution increase in accordance with the funding provided.

7. The UPO Group Long Term Disability Plan (LTD) provides benefits equal to sixty (60%) percent of an eligible employee's monthly salary, payable after a specified waiting period. This insurance covers all eligible employees working 37.50 hours or more a week.
8. An employee who is required to attend training, meetings, or perform work duties at any location other than the employee's work site shall be reimbursed for all reasonable transportation expenses incurred subject to submission of appropriate documentation in accordance with UPO policy.

## **ARTICLE 10 - ANNUAL LEAVE AND FLEXIBLE LEAVE**

### **A. Predetermined Annual Leave and Flexible Leave for Office of Early Learning (OEL) Employees**

1. Effective January 1, 2009, OEL employees will not accrue Annual Leave. OEL employees will receive Predetermined Annual Leave and Flexible Leave as set forth below.
2. Effective calendar years 2024, 2025, 2026, 2027, and 2028, the Centers will be closed for fifteen (15) predetermined days and OEL staff shall be paid Annual Leave as follows:
  - a. The 2024, 2025, 2026, 2027, and 2028 OEL Predetermined Annual Leave calendars will be set by August 1, 2024, August 1, 2025, August 1, 2026, August 1, 2027, and August 1, 2028, respectively.
  - b. All OEL employees will take Predetermined Annual Leave for fifteen (15) predetermined days.
  - c. OEL employees who are employed at UPO at the time of each Predetermined Annual Leave period shall be on paid leave during that time. When an employee leaves his/her employment with UPO he/she will not be paid for any Predetermined Annual Leave days remaining in the calendar year.
  - d. The number of Predetermined Annual Leave days will be as follows: five (5) consecutive days around the Spring Break period; five (5) consecutive days around the Summer Break; and five (5) days in conjunction with the Christmas holiday. The Centers will be closed during these periods.
  - e. In addition to the leave referenced in Section A.2.b. and d. above, during each calendar year, OEL employees with more than four (4) years of service will receive five (5) days and six (6) hours of Flexible Leave and OEL employees with less than four (4) years of service will receive four (4) and one-half (4.5) hours of Flexible Leave. Flexible Leave may be used at the employee's discretion. However, employees must submit to his/her supervisor a written request and obtain prior approval from his/her supervisor or supervisor's designee to use Flexible Leave. Unused Flexible Leave will be carried over to the next calendar year and must be used by December 31st of that year or it will be lost.
3. OEL employees separated from their employment with UPO, except for introductory appointment employees, will be paid their Flexible Leave earned and not used during that calendar year. OEL employees will not be paid for carry-over Flexible Leave.

4. OEL employees requesting to use Annual Leave or Flexible Leave for an emergency must call and make his/her leave request to his/her supervisor or designee not later than 5:00 am for employees responsible for opening the Centers and for other OEL employees not later than 7:00 am on the day the OEL employee wishes to be out and use Annual Leave or Flexible Leave. When an employee needs to take Annual Leave or Flexible Leave during the course of working hours, his/her supervisor's or designee's authorization must be obtained before the commencement of such leave. UPO shall not pay accrued Annual Leave to an OEL terminated employee, except as indicated in Section A.5. below.
5. Grandfathered Leave. An OEL employee hired by UPO prior to March 15, 2001, may carry-over all of his/her earned and unused hours of Annual Leave acquired and not used prior to March 15, 2001 ("Grandfathered Leave"). Such an employee may use this Grandfathered Leave for an emergency situation with his/her supervisor's or designee's prior approval. Upon termination, UPO shall pay to an OEL terminated employee up to 225 hours of Grandfathered Leave.

B. Annual Leave for All Other Employees

1. Effective March 15, 2001, Annual Leave is granted to all eligible employees according to length of service. An eligible employee will commence to earn Annual Leave at the beginning of the pay period following his/her date of employment. Employees become eligible to use Annual Leave three (3) months after their entrance on duty date.
2. Annual Leave is determined at the beginning of each calendar year in accordance with the below length of service and days/hours per year/pay period schedule:

Length of Service	Days per Year	Hours per Year	Hours per Pay Period
1-4 Years	17.33	130.0	5.0
4-10 Years	20.8	156.0	6.0
More than 10 Years	22.53	169	6.5

3. Between November 1st and December 31st, each eligible employee must submit to his/her immediate supervisor or the supervisor's designee a written request for Annual Leave covering at least  $\frac{3}{4}$  of all hours of Annual Leave the employee is entitled to pursuant to Section B.2. of this Article (117 or 156 hours per year) for the following calendar year, setting forth the dates on which the employee wishes to take Annual Leave. All such requests are subject to approval by the supervisor or his/her designee. The supervisor or his/her designee will assign Annual Leave dates to any employee who does not submit a written leave request by December 31st. Seniority will be the controlling

factor in any disputes during the scheduling process. The supervisor or his/her designee will issue and post at each work site an Annual Leave schedule by January 31st, of each year. Once the schedule is approved and posted, any leave requested shall be granted on the basis of the earliest request to the employee's supervisor or the supervisor's designee and may be approved by the supervisor or his/her designee if sufficient staffing is available to cover the needs of the office/program.

4. Shelter Hotline Program employees requesting to use his/her Annual Leave for an emergency must report the need to use Annual Leave no later than eight (8) hours before the shift starts or up to the time of reporting. An employee must obtain prior approval from his/her supervisor or designee in order to use Annual Leave. When an employee needs to take Annual Leave during the course of working hours, his/her supervisor's or designee's authorization must be obtained before the commencement of such leave.

All other employees requesting to use his/her Annual Leave for an emergency must call and make his/her request to his/her supervisor or designee no later than one (1) hour prior to his/her report for duty time on the first day of such leave. An employee must obtain prior approval from his/her supervisor or designee in order to use Annual Leave. When an employee needs to take Annual Leave during the course of working hours, his/her supervisor's or designee's authorization must be obtained before the commencement of such leave.

5. Grandfathered Leave. An employee hired by UPO prior to March 15, 2001, may carry-over all of his/her earned and not used hours of Annual Leave acquired and not used prior to March 15, 2001 ("Grandfathered Leave"). Such an employee may use all Grandfathered Leave, but see Section B.7. below regarding payment of Grandfathered Leave to the employee upon termination of employment.
6. Annual Leave earned during the current calendar year must be used during that year, except up to thirty-seven and one-half hours (37.5) of unused accrued Annual Leave from the current calendar year may be carried over to the following year and must be used by December 31st of that year or it will be lost. See Section B.7. below regarding payment of carry-over leave to the employee upon termination of employment.
7. Upon termination, UPO shall pay to a terminated employee up to 225 hours of Grandfathered Leave referenced in Section B.5. above and any unused Annual Leave earned by the employee during the year of termination up to the day of termination. An employee is not paid for the carry-over leave referenced in Section B.6. above.
8. Each employee will receive a report of the current balance of his/her accrued Annual Leave on his/her pay check stub each pay day.

C. Additional Annual Leave Provisions for All Employees

1. UPO reserves the right to revise Annual Leave schedules as required by business needs. UPO shall provide any employee whose Vacation/Annual leave is canceled due to business needs with written notice of such cancellation, a copy of which shall be provided to the Union. Any employee whose scheduled Annual Leave is canceled due to UPO's revision of the Annual Leave schedule shall promptly reschedule the Annual Leave, subject to UPO's approval.
2. During the time that an employee is on any leave status, he/she cannot be paid for other work performed for UPO, either as an employee or as a consultant.
3. If a UPO holiday occurs during an employee's Annual Leave, he/she will not be charged Annual Leave for that day.
4. Any type of previously scheduled leave (e.g. Annual, Flexible, Personal Business, Sick, etc.) shall remain unchanged in the event of an unscheduled closing (Administrative Leave) of UPO or any of its programs.

**ARTICLE 11 – SICK LEAVE**

1. UPO provides Sick Leave to eligible employees as follows:
  - a. Full-time regular employee. The employee accrues Sick Leave at a rate of 4.5 hours per pay period on the first day of the pay period following his/her date of employment. The employee may use his/her Sick Leave once it is accrued consistent with this Policy.
  - b. Part-time regular employee with benefits. The employee accrues Sick Leave at a rate of 2.25 hours per pay period on the first day of the pay period following his/her date of employment. The employee may use his/her Sick Leave once it is accrued consistent with this Policy.
  - c. All remaining employees – limited benefits. All other UPO employees not included in one of the above categories are in this classification. The employee accrues Sick Leave on the first day of the pay period following his/her date of employment. The employee accrues Sick Leave at a rate of 2.02 hours per pay period. The employee may begin to use paid Sick Leave, consistent with this policy, after 90 days of employment with UPO.
2. Sick Leave may be used by an eligible employee for any of the following reasons:

- a. An absence resulting from an illness, injury or medical condition of the employee (Sick Leave cannot be used to cover absences due to a workplace injury or workplace illness of a UPO employee. These are covered by UPO's worker's compensation insurance.);
  - b. An absence resulting from obtaining professional medical diagnosis or care or preventative medical care (i.e., doctor's appointments);
  - c. An absence for the purpose of caring for a family member who has any of the conditions or needs for diagnosis or care covered by 2a and 2b above;
  - d. An absence resulting from the employee or the employee's family member becoming a victim of stalking, domestic violence, or sexual abuse, and the absence is directly related to seeking social, medical, or legal services pertaining to the stalking, domestic violence, or sexual abuse.
3. For purposes of Sick Leave, a "family member" includes:
- a. A spouse, including a registered domestic partner (The two individuals in the registered domestic partnership maintain a committed relationship; care for and share a mutual residence; are at least 18 years old and competent to contract; are sole domestic partners of the other individual; and are not married.);
  - b. The parents of a spouse;
  - c. Parents;
  - d. Children (including foster children and grandchildren);
  - e. A child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility;
  - f. The spouses of children;
  - g. Brothers and sisters;
  - h. The spouses of brothers and sisters; and
  - i. A person with whom the employee shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship.
4. If an employee's absence for one of the above reasons continues after he/she has used up all of his/her Sick Leave, he/she will be charged for Annual Leave, Flexible Leave, or Personal Business Day Leave, as available. If an employee uses up all of his/her available leave, the employee will go on Leave Without Pay (LWOP) status.

5. If a holiday occurs while an employee is on Sick Leave and he/she is eligible for paid holidays, he/she will not be charged Sick Leave for that day.
6. An employee shall make a reasonable effort to schedule Sick Leave in a manner that does not unduly disrupt the operations of the employer. Where possible, an employee should consult with his/her supervisor or the supervisor's designee regarding the date and time of the Sick Leave. If the need for Sick Leave is foreseeable, the employee must provide notice at least five (5) business days in advance, or as early as possible.
7. When the need to use Sick Leave is unforeseeable, an Office of Early Learning (OEL) Center employee responsible for opening a Center, must report his/her need to use Sick Leave to his/her supervisor or the supervisor's designee between close of business and 10:00pm the day before the Sick Leave day or at least two (2) hours before the Center is scheduled to open on the day the employee wants to take Sick Leave, or he/she will be charged with Annual Leave, Flexible Leave, Personal Business Days Leave or Leave Without Pay, as applicable.
8. When the need to use Sick Leave is unforeseeable, all other OEL Center employees must report his/her need to use Sick Leave to his/her supervisor or the supervisor's designee between close of business and 10:00pm the day before the Sick Leave day or not later than 7:00am on the day the employee wants to take Sick Leave, or he/she will be charged with Annual Leave, Flexible Leave, Personal Business Days Leave or Leave Without Pay, as applicable.
9. When the need to use Sick leave is unforeseeable, a Shelter Hotline Program employee must report his/her need to use Sick Leave no later than eight (8) hours before the scheduled shift starts or up to the time of reporting. This request must be made to his/her supervisor or designee on the day the employee wants to take Sick Leave or he/she will be charged with Annual Leave, Personal Business Day Leave or Leave Without Pay, as applicable.
10. For all other employees needing to use Sick Leave when the need is unforeseeable, the employee must report his/her need to use Sick Leave to his/her supervisor or the supervisor's designee not later than one (1) hour prior to his/her report for duty time or he/she will be charged with Annual Leave, Flexible Leave, Personal Business Days Leave or Leave Without Pay, as applicable
11. If an emergency prevents an employee from making prior notification to his/her supervisor or the supervisor's designee of the need to use Sick Leave, the employee shall notify his/her



supervisor or the supervisor's designee prior to the start of the next work shift or within twenty-four (24) hours of the onset of the emergency, whichever occurs first.

12. UPO may require that Sick Leave for three (3) or more consecutive days be supported by reasonable certification. This certification may include: a signed document from a health care provider affirming that the employee or the employee's family member has been ill or seeking treatment or care (a doctor's note); a police report indicating that the employee or the employee's family member was a victim of stalking, domestic violence, or sexual abuse; or a signed statement from a victim and witness advocate or domestic violence counselor affirming that the employee or family member is involved in a legal action related to stalking, domestic violence, or sexual abuse.
13. Unused Sick Leave will be carried over from year to year.
14. Unused Sick Leave will not be paid to an employee when his/her employment with UPO ends.
15. An employee may terminate his/her employment on Sick Leave provided that his/her doctor attests, on a monthly basis, to the fact that the employee is too ill to return to work in the foreseeable future. The doctor's statement must be in writing and addressed to the employee's supervisor. The employee may then continue to receive his/her pay checks until such a time as his/her Sick and Annual Leave has been exhausted. His/her termination date will become effective the day he/she has used all of his/her accumulated leave.
16. When there is a separation from employment with UPO and the employee is rehired within one year of separation, previously accrued unused Sick Leave will be reinstated. The employee shall be entitled to use accrued paid Sick Leave and accrue additional paid Sick Leave immediately upon the re-commencement of employment; provided, that the employee had previously been eligible to use paid Sick Leave (the employee had been employed with UPO at least 90 calendar days).
17. Employees will not face retaliation for requesting or using Sick Leave or asserting their rights under this policy.
18. Each employee will receive a report of the current balance of his/her Sick Leave on his/her paycheck stub each payday.

## **ARTICLE 12 - FAMILY AND MEDICAL LEAVE**

1. The Employer will provide eligible employees with family and medical leave consistent with the District of Columbia Family and Medical Leave Act of 1990 (DC FMLA), as amended, and the federal Family and Medical Leave Act of 1993 (federal FMLA), as amended.
2. Under DC FMLA, an eligible employee is one who has been employed by UPO for one year without a break in service and has worked at least 1,000 hours during the 12- month period immediately preceding the request for family or medical leave.
3. Under DC FMLA, an eligible employee may take sixteen (16) weeks of family leave during any twenty-four (24) month period. Such leave shall consist of unpaid leave, except that the employee may choose to use any accrued paid leave, Personal Business Days Leave, or Flexible Leave. An eligible employee may take family leave for any of the following reasons: a) the birth of the employee's child; b) the placement of a child with the employee for adoption or foster care; c) the placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibility; or (d) the care of any member of the employee's family who has a serious health condition.
4. Under DC FMLA, an eligible employee may take sixteen (16) weeks of medical leave during any twenty-four (24) month period. Such leave shall consist of unpaid leave, except that the employee may choose to use any accrued paid leave, Personal Business Days Leave, or Flexible Leave. An eligible employee may take medical leave because of the employee's own serious health condition that renders the employee unable to perform the functions of her/his position.
5. If the need for family or medical leave is foreseeable, the employee must provide the Employer with reasonable notice and make reasonable effort to schedule medical treatment in a manner not to unduly disrupt the Employer's operations.
6. This leave will run concurrently with the federal FMLA leave, which allows for twelve (12) weeks of unpaid leave within a 12-month period for the following reasons: the birth of a son or daughter and to care for the newborn child; the placement with the employee of a son or daughter for adoption or foster care; to care for the employee's spouse, son, daughter, or parent with a serious health condition; because of a serious health condition that makes the employee unable to perform the functions of his or her job; or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty in support of a contingency operation.
7. Under the federal FMLA, an eligible employee is one who has been employed by the Employer for at least one year and has worked at least 1,250 hours during the 12 month period immediately preceding the leave.

8. The federal FMLA also includes a military caregiver leave that permits an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member to take up to twenty-six (26) weeks of leave to care for the covered service member during a single 12-month period.

### **ARTICLE 13 - HOLIDAYS**

1. By August of each year, UPO will set the Holiday Calendar for the following calendar year.
2. UPO will be officially closed on the following recognized holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples' Day
Inauguration Day	Veterans' Day
Presidents' Day	Thanksgiving Day
DC Emancipation Day	Thanksgiving Friday
Memorial Day	Christmas Day
Juneteenth	Business day prior to or after Christmas
Independence Day	

3. If there are any additional dates to be honored, an individual notice to that effect will be initiated.
4. An employee who must work on any of the above UPO recognized holidays shall be paid at the rate of two times his/her normal daily rate.
5. If a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be observed as the holiday, only when the holiday is recognized by the Federal and District of Columbia Government. Employees of UPO shall be entitled to holidays and/or holiday pay for days on which the Federal and District of Columbia Governments declare official holidays resulting in the closing of Government Offices.

### **ARTICLE 14 - PERSONAL DAYS**

1. An employee will be eligible to receive one (1) Personal Day upon employment at UPO.
2. Each employee shall receive a second Personal Day after three (3) months of employment. Thereafter, the employee shall receive two (2) Personal Days every calendar year.
3. A Personal Day is determined by the employee with notification to and prior approval from his/her supervisor or designee and is a workday off with pay.

4. Personal Days not used by the employee by the end of the calendar year are lost. Personal Days cannot be carried over to the next year nor are they paid to the employee if his/her employment is terminated.

#### **ARTICLE 15 - ELECTION DAY LEAVE**

An employee will be given two hours of leave to vote either during the morning or the afternoon on an official election day. The actual time will be selected in agreement with his/her supervisor so as to assure adequate staffing of the office at all times.

#### **ARTICLE 16 - MILITARY LEAVE**

1. An employee who is a member of the National Guard or an active military reserve unit, shall be paid for two weeks of military service, after he/she has sent a copy of his/her orders for training to the Office of Human Resources, or any additional military leave consistent with existing laws. Any time taken in excess of two weeks will be either charged against the employee's accrued Annual Leave, Flexible Leave, Personal Days, or taken as Leave Without Pay.
2. An employee who is ordered to report for an armed forces physical will be paid his/her regular salary for the time away from work for the physical, after sending a copy of his/her orders to the Office of Human Resources.

#### **ARTICLE 17 - BEREAVEMENT LEAVE**

An eligible employee who suffers a death in the immediate family, may use up to five (5) days of paid Bereavement Leave upon written request to his/her Division Head or Office Director. Immediate family shall be defined as father, mother, husband or wife, brother (including step or half), sister (including step or half), son (including step), daughter, (including step) father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or anyone with a familial relationship (as determined by HR). Any additional time may be deducted from the employee's Annual Leave, Flexible Leave, Sick Leave, or Personal Day(s) as available. The five (5) days provided for Bereavement Leave and any additional days taken by the employee does not need to be used consecutively but must be used within two (2) months.

#### **ARTICLE 18 - JURY DUTY AND SERVICE AS A WITNESS**

1. An employee, who is summoned to perform jury duty or subpoenaed to appear as a witness before an official body, is entitled to leave, with pay to perform such service. To secure such leave the employee must send a copy of his/her summons or subpoena

to his/her supervisor, as applicable. Failure to submit the summons or subpoena before the applicable pay period may result in the loss of pay.

2. Any compensation received by the employee for his or her services as a juror or witness must be surrendered to UPO. Any portion of the reimbursement specifically earmarked as reimbursement for expenses (i.e., mileage/transportation) will be returned to the employee by the Office of Finance. Jury duty compensation paid by the District of Columbia embodies a flat amount per day in lieu of salary, plus an allowance for mileage/transportation.
3. To effect appropriate processing and adjustments, the employee must forward to his/her supervisor, as applicable, the following items, filled in and signed:
  - a. jury duty report form;
  - b. the time and attendance statement provided the employee by the court; and
  - c. the check or checks issued to the employee as jury duty reimbursement. (In this connection, the check stub(s) are important in determining any allowed expense, such as mileage.)
4. An employee who volunteers as a witness must do so on his/her own time. The employee is not covered by the provisions in the preceding paragraphs and shall report the time as Annual Leave, Personal Days, Flexible Leave, as applicable, or Leave Without Pay.

#### **ARTICLE 19 - EDUCATION POLICY**

1. UPO and the Union encourage employees who wish to take advantage of further educational opportunities to do so by taking courses offered by the various educational institutions in the metropolitan area.
2. An employee with the approval of the Division Head, or Unit Manager and Office Director may rearrange his/her daily work schedule to attend classes if he/she works a total 7 1/2 hours a day and his/her new work schedule does not affect the program efficiency of the Division or Office involved.
3. On occasion, employees will be required to attend courses, workshops, and seminars directly related to their work assignments. These courses, workshops and seminars can be taken during his/her regular work hours. Cost of such courses, workshops and seminars will be paid in full by UPO pursuant to funding agency authority. These courses, workshops and seminars will be considered as part of the employee's work assignment. In

addition, factors to be considered in determining attendance shall be in the interest and request of the employee and UPO's needs.

4. When an employee completes a course of studies he/she should inform the Office of Human Resources in order that the information can be recorded in his/her personnel file.
5. Upon approval by an employee's supervisor and Office Director, an employee may be granted time off with pay to attend conferences beneficial to his/her working performance.
6. In the event of technological changes which could cause employees loss of employment, UPO and the Union may provide training for those individuals that would provide them the opportunity to be placed in a vacant position for which they may qualify.

#### **ARTICLE 20 - RETIREMENT**

1. A sum equal to five and one-half percent (5.5%) of each eligible employee's basic earnings is paid by UPO (non-elective contributions), at no cost to the employee, for investment in a UPO Retirement Income Plan through VOYA. In addition, UPO will match \$1.00 for \$1.00 of pre-taxed contributions to the UPO Retirement Plan up to one percent (1%) of an employee's basic earnings.

Employees may make pre-tax contributions from 1% to 18% of eligible earnings, or post-tax contributions from 1% to 10% of eligible earnings. In accordance with the application process, directives, guidance and/or standard procedures established on a grant by grant contract basis, UPO will seek retirement benefit increases for bargaining unit employees with the terms and conditions provided by each grantor or contractor. If all funding source approves a retirement benefit increase, all bargaining unit employees shall receive an employer contribution increase in accordance with the funding provided.

2. Effective October 1, 2008, the 5.5% non-elective contribution paid by UPO in 1. above, shall be safe harbor non-elective contributions paid by UPO on or after October 1, 2008. The safe harbor non-elective contributions will immediately vest to all eligible employees on or after October 1, 2008. In addition, UPO will immediately vest matching contributions on or after October 1, 2008.
3. The employee may also elect to make a voluntary supplemental contribution to the plan by having from 1 to 10% (whole percentage only) of his/her salary added to UPO's contribution through a payroll deduction. Upon employment, the employee will decide whether or not he/she would like to make voluntary supplemental contributions. This decision may be altered by the employee at any time during their employment with UPO.

4. An employee is eligible to participate in UPO's Retirement Income Plan upon being hired for a full-time or part-time position as defined in Article 5, paragraphs 3 and 4 and following his/her completion of the Introductory Appointment period. If supplemental deductions are made, they will commence with the beginning of the pay period following an employee's eligibility date for benefits. UPO's contribution to the Retirement Income Plan will cease at the time an employee terminates his/her employment.

Upon retirement, resignation or termination, a participating employee may request a cash distribution or elect one of several annuities. Death benefits are provided both before and after retirement.

### **ARTICLE 21 – OFFICE OF EARLY LEARNING**

All provisions of this Agreement shall apply to the Office of Early Learning. In addition, UPO and the Union recognize the need to address issues that are specifically related to the employees of the Office of Early Learning and the provisions set forth below are applicable to Office of Early Learning employees only.

- a. Whenever administrative personnel are excused with pay, Center employees shall be compensated equal time within a reasonable time period not to exceed two (2) pay periods.
- b. Employees at all Centers shall be excused with pay on any day or partial day in which inclement weather causes the District of Columbia Public Schools to close.
- c. All Centers shall have phones available for reasonable usage by the employees during lunch and emergencies.
- d. In the absence of the Center Director, the Center Director will establish a back-up process to provide immediate assistance to Center employees with operations. This position shall not be held by any Collective Bargaining employee.
- e. Employees within the Centers moved from grant to grant shall be given written notification two weeks' prior to the effective date of the change and a copy shall be sent to the Union.
- f. UPO will provide access to training for employees that work with children with disabilities and children with special needs. This training may be in-person, as available, to provide every opportunity for the teachers to develop a professional skill set applicable to working with children with varying disabilities.
- g. All employees at the Centers will have access to workable computers and reliable internet access.

## **ARTICLE 22 - SAFETY AND HEALTH**

1. Safety is a concern to the Employer and the Union. The Employer and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work; the need to promote better understanding and acceptance of the principles of safety on the part of all employees; and the need for employees to provide for their own safety and that of their fellow employees, clients, and the general public.

The Union will cooperate in these efforts by encouraging employees to work in a safe manner and promptly report to their immediate supervisors all injuries and unsafe working conditions.

2. All accidents, regardless of the extent of seriousness, are required to be reported to the Office of Human Resources and Office of Business Management immediately. When an accident occurs, it is imperative that it be reported so measures can be taken to correct the hazard that was the probable cause of the accident. Potential hazards should also be reported.
3. The Employer shall provide each employee with the necessary training and items to perform their jobs safely in accordance with prevailing standards. This may include all necessary tools and protective equipment, hard hats, goggles, hazardous material protection, and protection from communicable diseases.
4. For positions determined by the Employer to require uniforms, the Employer shall provide the uniforms and/or the proper allowances as required under the District of Columbia Wage and Hour laws.
5. Smoking is prohibited on all UPO worksites.
6. The employer shall provide clean drinking water at all work site locations, as required by applicable federal and District of Columbia regulations.
7. UPO will ensure that general maintenance and housekeeping will be maintained at all UPO owned, leased, or donated premises occupied and utilized by UPO.
8. UPO will ensure that UPO vehicles are cleaned routinely and sanitized as necessary.

## **ARTICLE 23 - COMMUNICABLE AND INFECTIOUS DISEASE STATEMENTS AND PROTOCOLS**

### **AIDs Policy Statement:**



The United Planning Organization recognizes that Acquired Immune Deficiency Syndrome (AIDS) and its related condition AIDS Related Complex (ARC) present a number of economic, health, employment and legal issues for employees in the work place. AIDS is a virus that attacks a person's immune system and damages his/her ability to fight other diseases. ARC is a condition caused by the AIDS virus in which a person has positive test results and has a specific set of clinical symptoms. Because of the impact AIDS presents in the work place, we have established the following guidelines for handling those employee issues that may arise because of AIDS:

- I. UPO is committed to maintaining a safe and healthy environment for all employees, while continuing to maintain our long- standing commitment of providing service to the public.
- II. According to guidelines issued by the District of Columbia Office of Human Rights based upon information and data from the U.S. Public Health Service's Centers for Disease Control, and available medical and scientific data, AIDS is an infectious disease that is transmitted by intimate sexual contact or intravenously through the use of contaminated needles or by receipt of transfusions of contaminated blood. There is no medical evidence that the AIDS virus is transmitted through casual contact such as that which occurs in ordinary social or occupational settings and conditions. Therefore, subject to informational changes from recognized medical authorities and directives, it is the policy of UPO that employees with AIDS or its related conditions will be allowed to continue to work, and co-workers who refuse to work with an AIDS-infected person, or are found to withhold their services, or who harass, intimidate, or in any other manner discriminate against an AIDS-infected person, will be subject to discipline.
- III. UPO will treat employees with AIDS the same as employees with any other serious illness. Employees with AIDS will be appropriately informed of their rights to such benefits as group life and health insurance, disability, leaves of absence and any other disability benefits to which they are entitled. Employees with AIDS shall be allowed to continue to work, so long as they are able to maintain an acceptable level of performance, do not impose a health or safety risk to themselves, or to other employees. Reasonable accommodations with respect to job restructuring, reassignment, transfer and work schedule will be made as long as an affected employee is able to perform the essential functions of their position with such accommodations.

Where an employee asserts that his/her job performance is hampered by AIDS/ARC, it is the employee's responsibility to produce sufficient medical records to support the assertion. In those circumstances where an employee with AIDS/ARC fails to submit sufficient documentation, UPO may require the employee to take a physical examination. Any medical documentation submitted for the purpose of making employability decisions will become a part of the file pertaining to that decision. Access to this medical documentation will be granted only to UPO officials with the need to make appropriate managerial decisions and they are required to maintain the

confidentiality of that information.

- IV. Recognizing the need for employees to be accurately informed about AIDS/ARC, the Office of Human Resources shall have available current information on how the disease is and is not transmitted. According to the U.S. Public Health Service, AIDS is spread through intimate sexual contact, intravenously through the use of contaminated needles, and by blood transfusions from contaminated blood.

There is no evidence that AIDS is spread through any of the following:

1. working in the same office, shop, etc.;
2. by being a blood donor;
3. sneezing, coughing or spitting;
4. handshakes or non-sexual physical contact;
5. toilet seats, bathtubs or showers;
6. various utensils, dishes, or linens used by persons with AIDS;
7. articles handled or worn by persons with AIDS (i.e., telephones);
8. being around someone with AIDS on a daily basis over long period of time;
9. riding in the same transportation vehicle; and
10. eating in the same places or with an AIDS patient.

- V. UPO shall treat all medical information obtained from employees with AIDS or any of its related conditions confidentially as required by law. Management officials responsible for developing and implementing managerial decisions involving employees with AIDS should contact the Office of Human Resources before engaging in any such action.

- VI. Any employee with AIDS or any of its related conditions may request sick leave or annual leave or family and medical leave or leave without pay to pursue medical care or to recuperate from the effects of his or her medical condition. Available medical documentation will be reviewed and any such determination to grant or deny leave shall be made in the same manner as it would for employees with other medical conditions.

### **COVID Protocol:**

UPO follows the guidance, requirements, and executive orders issued by the CDC, the DC Mayor's Office, OSSE, OHS, and other funding sources, as well as its own discretion in

protecting the health and safety of its employees. As such, this protocol is subject to change. Any changes or updates to this protocol shall be communicated to the Union immediately, and then to staff within one (1) week.

## **ARTICLE 24 - COMPREHENSIVE ALCOHOL AND DRUG POLICY**

### **I. PURPOSE**

The United Planning Organization (UPO) has a vital interest in providing a safe and healthy environment for its employees, volunteers, customers, and public. Drug and alcohol abuse is a serious health problem, which can endanger UPO operations and the safety of those who work and volunteer with the organization or seek its services. UPO must comply with the Drug-free Workplace Act of 1988, which stipulates that the organization agrees to undertake certain steps designed to provide a drug-free workplace as a condition of receiving contracts/grants from the Federal government. Thus, regardless of the laws and regulations stipulated by the District of Columbia, UPO adheres to the regulations under the Federal Government.

The UPO Comprehensive Alcohol and Drug Policy is subject to revision as needed and required by Federal and/or District of Columbia laws and regulations, and/or UPO funding sources. All employees shall be notified of such revisions, which will be binding upon passage by the Federal or District governments or the UPO Board of Directors.

The purpose of this policy is to provide specific guidelines for UPO employees regarding: (1) deterrence; (2) detection; (3) rehabilitation; and (4) policy enforcement.

### **II. POLICY**

It is the policy of UPO that it maintains an alcohol and illegal drug-free environment in order to protect the health and safety of its employees, volunteers, customers, and the general public. It is UPO's policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol is prohibited in the UPO workplace. An employee shall not report to work, be subject to duty, or remain on duty while his/her ability to perform his/her duties and responsibilities is impaired due to the use of alcohol and/or controlled substances.

The Comprehensive Alcohol and Drug Policy and the procedures and standards contained herein apply to all UPO employees. UPO is responsible for communicating the policy and guidelines to all of its employees. As a condition of employment everyone is responsible for strict adherence to the policy, procedures, and standards.

### **III. DEFINITIONS**

For the purposes of the Comprehensive Alcohol and Drug Policy, the following definitions and terms apply.

1. Alcohol – The intoxicating agent found in beverage alcohol or other low molecular weight alcohols, no matter how the alcohol is packaged or in what form the alcohol is stored, utilized or found.
2. Alcohol Abuse - The use of alcohol by an employee in such a way that his/her life is negatively affected. Alcohol abuse may be revealed by an employee at work. For example, an employee may arrive to work with the odor of alcohol on his/her breath, or consume a beverage containing alcohol while subject to duty during a coffee and/or lunch break, or be late to work or absent from work due to the consumption of alcohol and its effects.
3. Alcohol Dependence – Alcohol dependence, also called “alcoholism” is a disease or condition characterized by impaired control over drinking, preoccupation with alcohol, use of alcohol despite negative consequences, and distortions in thinking.
4. Alcohol and/or Drug Positive Test - Urine, blood, and/or breath specimens of an individual that are chemically tested (screened), whereby the presence of alcohol and/or a controlled substance in accordance with the standards for intoxication.
5. Applicant – An individual who had filed a written application for employment with UPO or has been tentatively selected for employment.
6. Breathalyzer/Evidential Breath Testing Device (EBT) – The method for measuring the level of alcohol present in an individual.
7. Children – Individuals who are twelve (12) years of age and under.
8. Controlled Substance - Any drugs that are classified by the United States Drug Enforcement Administration of the Department of Justice (“DEA”) into the five (5) schedules or classes on the basis of their potential for abuse, accepted use and accepted safety under medical supervision. For example, controlled substances include but are not limited to, Phencyclidine (PCP), marijuana, cocaine, amphetamines, and morphine. Please refer to the full list of controlled substances at the DEA website: [https://deادiversion.usdoj.gov/schedules/schedule\\_s.html](https://deادiversion.usdoj.gov/schedules/schedule_s.html)
9. Conviction - A finding of guilt (including a plea of "nolo contendere") or the imposition of sentencing, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
10. Drug-Free Awareness Program - A UPO program for the education of employees regarding the physical and psychological health dangers of abusing alcohol and/or controlled substances.
11. Drug-Free Workplace – As defined in the Drug-Free Workplace Act of 1988, a drug-free workplace is a site for the performance of work done in connection with a specific Federal grant and/or contract given to UPO at which employees of UPO are prohibited

from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in accordance with the requirements of the Act.

12. Employee - An individual who works for UPO on a full-time, part-time, or temporary basis earning a wage or salary.
13. Illegal Drug Use - The unlawful use of a controlled substance.
14. Off Duty - The status of time when an individual is not required to report to work. This does not include breaks and meal periods during an employee's tour of duty or workday.
15. On Duty – The status of time when an individual is serving in his/her tour of duty or workday, including meal periods, breaks, on-call, or any time that an individual is acting in an official UPO capacity, or conducting business for the organization, whether on or off UPO property.
16. Pattern – An individual's standard, consistent, or usual way of behaving. Any behavior that is so routine as to become generally expected; for example, a customary arrival time; absenteeism, such as being absent the Monday following a pay day; or avoiding certain kinds of tasks (e.g., meetings, clients, driving/traveling as part of work duties). Examples are illustrative and not exhaustive.
17. Random alcohol/drug testing – Alcohol and/or drug testing conducted on UPO employees in Safety Sensitive or Special Trust positions at an unspecified time for purposes of determining whether the employee has used drugs or alcohol and, as a result, is unable to satisfactorily perform his/her employment duties.
18. Reasonable Accommodation – Workplace modifications or adjustments which enable a qualified individual with a disability to perform the essential functions of the job. What is considered a reasonable accommodation in a particular situation depends on the circumstances.
19. Reasonable Suspicion or Probable Cause – A reasonable belief by a director, supervisor, manager or others that an individual is under the influence of a controlled substance or alcohol to the extent that the individual's ability to perform his/her job is impaired. This may include but is not limited to the following: odor of alcohol, slurred speech, obvious lethargy, changes in attendance, changes in work performance level, inattention to dress and personal hygiene, unusual need for money, unexplained possession of syringes or pills and/or capsules, scars on hands or arms, or impaired motor problems such as an inability to walk in a straight line.
20. Return to Work - The status of an employee after an absence from work when he/she is released from medical care by his/her treating physician. This may occur following a period of rehabilitation for substance abuse.
21. Safety Sensitive Position – A position at UPO that requires an employee, in the normal

course of his/her employment, to drive a motor vehicle for UPO, or requires an employee to have a Commercial Driver's License ("CDL"), or requires an employee to operate hazardous equipment (i.e. ladders, power tools, and mowers) or handle chemicals.

22. Special Trust Position – A position at UPO, as determined by the Office of Human Resources, which requires an employee, in the normal course of their employment, to perform any of the following functions, roles, duties or responsibilities:

- a. security;
- b. unrestricted access to UPO master key(s);
- c. direct contact with children or youth, is entrusted with the direct care and custody of children or youth, and the individual's performance of his or her duties in the normal course of employment may affect the health, welfare, or safety of children or youth (including, but not limited to, all employees in the Office of Early Learning and Youth Services);
- d. direct contact with senior citizens, is entrusted with the direct care and custody of senior citizens, and the individual's performance of his or her duties in the normal course of employment may affect the health, welfare, or safety of senior citizens;
- e. works in a UPO substance abuse program;
- f. prepares or has access to prepare a client's electronic benefit transfer (EBT) card;
- g. access to a client's/customer's residence and/or meets with clients/customers in their residence; or
- h. other responsibilities as may be added by UPO based on the development of a new program, the creation of a new position, the receipt of a new grant/contract, or a new requirement from a funding source, law or regulation.

23. Subject to Duty - The status of an employee who is scheduled to report for work at an assigned time and who has not been finally and completely released from the responsibility of performing further work that day is "subject to duty". Subject to duty also means any employee who is responsible for being available to perform work on an emergency basis when called to do so, (i.e., in an "on-call" status) if said employee receives compensation because of his/her status as being "on call". An employee who is simply responsible for responding to a call, if available, is not considered to be "subject to duty" for the purposes of this Policy.

24. Workday - The time a person is assigned to work at UPO, or time an employee is scheduled to report to work/service. For purposes of this policy, workday includes meal periods during the individual's tour of duty.

25. Youth – Individuals between thirteen (13) and seventeen (17) years of age, inclusive.

#### **IV. ELEMENTS OF UPO'S ALCOHOL AND DRUG PROGRAM**

The UPO Comprehensive Alcohol and Drug Program is made up of four elements – education and awareness, detection, rehabilitation, and enforcement.

- A. EDUCATION AND AWARENESS.** The first element of this policy is education and awareness. This means educating and informing all employees and volunteers that it is not in their best interest--in fact is adverse to their future--to use illegal drugs and/or an abuse alcohol. UPO, through its Drug-Free Awareness Program (DFAP) and Employee Assistance Program (EAP), shall help educate its employees regarding the dangers of alcohol and drugs. All employees shall receive a copy of the UPO Comprehensive Alcohol and Drug Policy.
- B. DETECTION.** The second element of the policy is detection. There are a number of ways to detect the abuse of alcohol and drugs. The most beneficial way to detect the abuse of alcohol and drugs is through self-identification, which may lead to rehabilitation. In addition, UPO may employ other means of detection including alcohol and/or drug testing following accidents, injuries, and incidents, as set forth in Section VII of this Policy. UPO shall also conduct random alcohol and/or drug testing on employees in Safety Sensitive Positions and specific categories of employees in Special Trust Positions, as set forth in Section VII of this Policy. In accordance with applicable federal, state, and district laws, UPO also reserves the right to search all UPO owned, leased, and/or operated property.
- C. REHABILITATION.** The third element of the policy is rehabilitation. UPO has established a Drug-Free Awareness Program (DFAP) to assist those employees who wish to seek help for alcohol and drug problems. An employee may also seek assistance through the Employee Assistance Program (EAP). There are two ways to begin rehabilitation. The first is for the employee to voluntarily seek help. The second is when UPO detects alcohol and/or illegal drug use and refers the employee to rehabilitation, as set forth in Section VIII of this Policy.
- D. ENFORCEMENT.** The final element of the policy is enforcement. It is the responsibility of all employees to follow the policy. However, UPO management will enforce the policy through disciplinary actions when an employee violates the policy, procedures and standards as set forth in Section VIII of this Policy. Disciplinary action may include rehabilitation, suspension, probation, and termination.

#### **V. RESPONSIBILITIES**

##### **A. Prohibited Conduct**

- 1. An employee shall not unlawfully manufacture, distribute, dispense, possess or use alcohol and/or controlled substances in the workplace, while on duty, on UPO

property, or subject to duty, including during breaks and meal periods.

2. An employee must not report to work, be subject to duty, or remain on duty while his/her ability to perform his/her duties and responsibilities is impaired due to the use of alcohol and/or controlled substances.
3. An employee shall not get a positive alcohol/drug test while on duty.
4. An employee shall not have their ability to work impaired as a result of either the on duty or off duty use of alcohol and/or controlled substances.
5. An employee must not report for duty or remain on duty when using any controlled substance unless used pursuant to the instructions of an authorized medical practitioner and the medical practitioner has advised the employee that the substance will not impair his/her ability to safely perform his/her duties and responsibilities.
6. An employee serving in a driver position shall not consume any alcohol within four hours prior to reporting for duty.
7. An employee serving in a driver position shall not consume any unauthorized controlled substance.
8. An employee may not bring or store any open container of alcoholic beverage on any UPO property or worksite.
9. An employee must not refuse to submit to an alcohol and/or drug test as requested under this Policy.
10. An employee must not alter or adulterate his/her specimen during the testing process. Such actions are deemed equivalent to refusing to submit to the testing and will result in termination of employment with UPO. Refusing to submit will result in termination of employment with UPO.
11. An employee shall not use alcohol or illegal drugs for eight hours following an accident or incident, or until he/she undergoes a post-accident or post-incident alcohol/drug test. Failing a post-accident or post-incident alcohol/drug test, or refusing to submit, will result in termination of employment with UPO.

**B. Management Responsibilities**

1. UPO shall provide employees with educational information regarding the use and abuse of alcohol and controlled substances through the Drug-Free Awareness Program and the Employee Assistance Program (EAP).
2. Vacancy announcements shall include a statement informing applicants that UPO



maintains an alcohol and drug testing program and if that position is subject to pre-employment and/or random alcohol and/or drug testing.

3. The position descriptions for each position designated as a Safety Sensitive or Special Trust Position shall include a statement of such designation and a statement indicating if that position is subject to random alcohol and/or drug testing.
4. UPO shall notify the appropriate funding source(s) within ten (10) days after receiving notice of a criminal drug statute workplace conviction from an employee or otherwise receiving actual notice of such conviction.

### C. Employee Responsibilities

1. An employee must sign an acknowledgement that he/she received a copy of the UPO Comprehensive Alcohol and Drug Policy. An employee is required to read, understand, and comply with the Policy.
2. An employee is encouraged to voluntarily seek help if he/she has an alcohol and/or controlled substance abuse problem.
3. An employee/applicant must submit to an alcohol and/or drug test when requested by the Office of Human Resources, or law enforcement personnel pursuant to this Policy and, as applicable, must sign a consent form giving consent to be tested and giving the testing vendor permission to provide UPO with the test results.
4. All Safety Sensitive and Special Trust employees, and any other employees who drive UPO vehicles must notify the Director of Human Resources when taking any medications which may interfere with the safe and effective performance of duties or operation of UPO equipment. An employee is responsible for consulting with his/her physician to determine if the employee can safely perform his/her duties while taking the prescribed medication(s). If the use of a medication could compromise the safety of the employee, fellow employees, customers, or the public, it is the employee's responsibility to use the appropriate personnel procedures (e.g. call in sick, use leave) to avoid unsafe workplace practices or activities and/or consult with their physician to obtain a different medication.
  - Employees whose medication is compromising the safe and effective performance of their duties may be shifted to non-driving and/or non-UPO equipment operation duties or have their workday adjusted.
5. Within forty-eight (48) hours of a request by the testing vendor, an employee must provide a **current and valid** prescription for any controlled substances identified when a drug test is positive. **The prescription must be in the**

**employee's name.**

6. Any current employee must notify UPO of any criminal drug statute conviction, which occurs while the individual is employed by UPO, including a plea of no contest, no later than five (5) days after such conviction.

## **VI. AMERICANS WITH DISABILITIES ACT (“ADA”)**

- A. The Americans with Disabilities Act (“ADA”) prohibits employers from discriminating against an employee on the basis of the employee’s disability if the employee is a qualified individual with a disability. The term “qualified individual with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job. An individual has a disability if he/she has a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or is regarded as having such an impairment.
- B. According to the Equal Opportunity Commission (EEOC) alcoholism is generally considered an impairment under the ADA. The ADA provides an individual with alcoholism limited protection if the alcoholism substantially limits a major life activity and if the individual can perform the essential functions of the job with or without a reasonable accommodation.
- C. An employee who is currently engaging in the illegal use of drugs does not qualify for protection under the ADA. However, UPO may not discriminate against an employee who is addicted to drugs if he/she has been successfully rehabilitated and no longer uses illegal drugs; if the employee is currently participating in a rehabilitation program and is no longer using illegal drugs; or if the employee is regarded, erroneously, as using drugs illegally. An employee who casually used drugs in the past is not an individual with a disability and he/she is not protected under the ADA. UPO may discharge or deny employment to current illegal users of drugs, on the basis of such drug use, without fear of being held liable for disability discrimination.
- D. The ADA provides that an employer may prohibit the use of alcohol and the illegal use of drugs in the workplace; require that an employee not be under the influence of alcohol or illegal drugs in the workplace; and hold an employee with alcoholism or a drug addiction to the same qualification standards for employment or job performance and behavior as other employees. UPO may discipline, terminate or deny employment to an individual with alcoholism or a drug addiction if the use of alcohol/illegal drugs adversely affects the employee’s job performance or conduct.
- E. UPO may be required to make reasonable accommodations for an employee with alcoholism and/or drug addiction (but not currently using) if he/she can perform the essential functions of the job. For example, an employee’s work schedule may be adjusted so the employee can attend alcohol rehabilitation counseling sessions. UPO

is not required to provide an accommodation that causes an “undue hardship” on the organization.

## **VII. ALCOHOL AND DRUG TESTING**

- A. UPO will utilize services of an outside vendor (s) to administer the alcohol and drug testing and to manage the random selection process. The vendor(s) shall be certified to perform such services.
- B. Consent. All employees must complete a consent form immediately upon implementation of this Policy or upon being hired. When a specific testing situation arises, the employee will be required to complete another consent form authorizing the collection of a specimen and/or breath test and authorizing the vendor to release the test results to UPO. In the event that an employee fails to sign a consent form, the employee shall be terminated. UPO is not required to obtain a signed consent to test from an employee in a position that requires a CDL; such drivers provide consent by maintaining his/her CDL. Holders of a CDL must consent to testing and no written consent is necessary.
- C. Confidentiality. The results of any urine, blood, and other tests will be treated as confidential and only disclosed within UPO to appropriate personnel. Except as required by statute, regulation, court, or administrative body, UPO shall not disclose an employee’s individual test results or medical information to a third party without obtaining the employee’s specific written consent. Any employee violating UPO's confidentiality policy shall be subject to disciplinary action, up to and including termination.
- D. Testing for controlled substances shall generally be conducted by collecting a urine sample from the individual being tested.
- E. Testing for alcohol shall generally be conducted by utilizing an evidentiary breath-testing device or EBT, commonly referred to as a “breathalyzer.” A blood test may be used if the individual being tested is unable to produce sufficient breath to complete the breathalyzer.
- F. Testing Standards
  - 1. Alcohol
    - a. If the result of an alcohol test is under .02 it is considered a negative test.
    - b. If the result of an alcohol test is between 0.02 and 0.039, the employee shall be removed from his/her duties for twenty-four (24) hours. The employee must have a negative test (below 0.02) before returning to work and the employee will be responsible for paying the cost of the second test. If the second test is

not below .02 (negative test), the employee shall be removed from his/her duties and actions shall be taken consistent with Section VIII below for a positive test.

- c. If the result of an alcohol test is 0.04 or greater the test shall be deemed positive, the employee shall be removed from his/her duties, and actions shall be taken consistent with Section VIII below.

## 2. Controlled substances

- a. When a test for controlled substances results in a reading at or above the levels set forth below, the results shall be deemed positive. This list of controlled substances is not exhaustive but is merely for informational purposes. For a more comprehensive listing of controlled substances and scheduled substances, please review Title 21 Code of Federal Regulations Part 1300, as amended: <https://www.ecfr.gov/current/title-21/chapter-II/part-1308>.
- b. Generally, if the levels are below the levels set forth below, the test results will be negative. However, there are numerous results other than positive or negative that laboratories may issue and all such listing are not included here. The levels are measured by nanograms per milliliter (ng/mL).

<u>Controlled Substance</u>	<u>Initial Test Level</u> ng/mL	<u>Confirmation Test</u> ng/mL
Marijuana Metabolites*	50	15
Cocaine Metabolites	150	100
Opiate		
Morphine	2000	2000
Codeine	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines		
Amphetamine	500	250
Methamphetamine	500	250

\*This substance will be tested only for Safety Sensitive and Special Trust Positions

- G. Mandatory Testing. UPO employees are required to submit to alcohol/drug testing in the following situations:

### 1. Post-Accident or Post-Incident Testing (All Employees)

All vehicular accidents or any other type of accident or incident must be reported to the Office of Human Resources immediately upon its occurrence.

- a. An employee operating a UPO vehicle involved in any of the following situation(s) (please note that this list is not exhaustive) shall undergo alcohol/drug testing immediately, or as soon as practicable:
  - i. a vehicular accident or any other type of accident or incident ;
  - ii. a vehicular accident where an employee is given a citation for a moving traffic violation;
  - iii. a vehicular accident where a vehicle is towed from the scene of the accident;
  - iv. an accident or incident where damage to property occurs; or
  - v. an accident or incident involving physical injury, regardless of a need for medical attention..
- b. Employees who are not operating or physically in a vehicle when it is involved in an accident/incident will not be required to undergo alcohol/drug testing.
- c. At no time will an employee be permitted to work following such an accident or incident without taking an alcohol/drug test, even if this results in disruption of service. Such an employee must notify their supervisor and/or manager for recovery of any UPO vehicles and wait with the vehicle (if able) until the vehicle is recovered. The employee shall not wait with the vehicle for greater than one (1) hour without on-site assistance from a member of management.
- d. An employee involved in such an accident or incident under this section shall not use alcohol for eight (8) hours following the accident/incident, or until he/she undergoes an alcohol/drug test, whichever occurs first.
- e. Following an alcohol/drug test in such situations, an employee may be removed from service and placed on administrative leave or be required to return to the office to conduct administrative duties, until the results of the test are known to UPO and the employee.
  - i. Examples of accidents/incidents that will result in administrative leave include, but is not limited to, those resulting in physical injury regardless of the need for medical treatment, major damage to the vehicle, or requiring an investigation.
  - ii. Examples of accidents/incidents that will result in administrative duties include, but is not limited to, hit-and-runs, sideswipes, or minor damage to the vehicle.

## 2. Random Testing (Safety Sensitive Positions and Special Trust Positions)

- a. UPO will utilize services of an outside vendor(s) to administer and manage the random selection process.
- b. The date of the testing will not be announced in advance.
- c. Random alcohol/drug testing may be administered at any time the employee is on duty.

3. Reasonable Suspicion Testing (All Employees)

- a. Reasonable suspicion or probable cause means that one or more supervisors or managers reasonably believe or suspect that the employee is under the influence of alcohol and/or drugs. Testing cannot be required based on a hunch or guess alone; suspicions must be based on observations concerning the employee's appearance, behavior, patterns, speech, or smell that are usually associated with alcohol and/or drug use. The reasonable suspicion may be based on direct observation of alcohol and/or drug use or possession, physical symptoms of being under the influence of alcohol and/or drugs, a pattern of erratic behavior, work performance indicators of drug or alcohol abuse, as well as other reliable indicators.
- b. The Office of Human Resources (OHR) will contact an employee to submit to an alcohol and/or drug test at the request of their director, supervisor or manager based on a reasonable suspicion or probable cause so long as the employee is on duty and on UPO property.
- c. Following an alcohol/drug test in such situations, an employee shall be removed by the Office of Human Resources from service and placed on administrative leave until the results of the test are known to UPO and the employee.

4. Return-To-Duty Testing (Non-Special Trust & Non-Safety Sensitive Employees)

- a. If an employee is suspected of violating the prohibited alcohol and/or drug rules, the employee **shall** be required to take an alcohol/drug test before returning to work. The employee will be paid for all time required to commute to and from the testing lab and while waiting for the alcohol and/or drug test to be administered.
- b. The results of the test must be negative in order for the employee to return to work.

5. Follow-Up Testing (Non-Special Trust & Non-Safety Sensitive Employees)

- a. Following an employee's return-to-duty, the employee will be subject to follow-up mandatory, random alcohol/drug tests for a period of at least six (6) months thereafter.
  - b. For employees referred to an external Substance Abuse Professional (SAP), the SAP will determine how many times the employee will be tested, for how long, and for what substances.
- H. Discretionary Testing (All Employees). Supervisors and/or managers may direct that an employee submit to an alcohol/drug test after an employee is involved in any of the following situations:
  - 1. A physical altercation between employees or an employee and a customer/member of the public, where no medical attention is necessary.
  - 2. A disruptive verbal altercation between employees or an employee and a customer/member of the public.
  - 3. When an employee's behavior is so out of control or his/her behavior is so unusual that it warrants summoning a supervisor, manager, or police.
  - 4. Any accident or incident involving damages to property. (See Section VII.G.2.a.iv. Post-Accident or Post-Incident Testing).
  - 5. When an employee's absences from work occur in a pattern such as the day after payday, or the day before or after his/her regular days off.
  - 6. Following an alcohol/drug test in such situations, an employee shall be removed from service and placed on administrative leave until the results of the test are known to UPO and the employee.

## **VIII. POST TESTING AND/OR POST VIOLATION ACTIONS**

- A. Any current employee who has been convicted of any criminal drug statute while employed by UPO **shall** be terminated from employment/service.
- B. Safety Sensitive and Special Trust Positions
  - 1. Following an alcohol/drug test in Post-Accident or Post-Incident Testing, Reasonable Suspicion Testing, or Discretionary Testing, an employee shall be removed from service and placed on administrative leave until the results of the test are known to UPO and the employee.
  - 2. An employee in a Safety Sensitive Position or a Special Trust Position who refuses to sign a consent to test form, as applicable, refuses to take any requested test under this Policy, alters or adulterates (or attempts to alter or adulterate) his/her

specimen, refuses to cooperate with any part of the testing process, or fails to produce an adequate amount of breath or urine in order to conduct the test (unless they have a legitimate physiological or psychological reason for not being able to produce the breath or urine) **shall** be terminated from employment with UPO.

3. Negative Test. No disciplinary action or remedial action will be taken under this Policy when an alcohol/drug test is negative. However, UPO may take disciplinary action separate and apart from the negative alcohol/drug test based on the circumstances.
4. Positive Test. A scheduled, random, or requested test which results in a positive test for alcohol (including a second alcohol test not under .02 as set forth in Section VII. F. 1. b) and/or a controlled substance, which the individual does not possess a valid prescription, will result in termination of the employee in a Safety Sensitive Position or a Special Trust Position.
5. For all other violations where alcohol/drug testing was not required or necessary, disciplinary actions may be taken against the employee, up to and including termination.

C. All Other Employees

1. Following an alcohol/drug test in Post-Accident or Post-Incident Testing, Reasonable Suspicion Testing, or Discretionary Testing, an employee shall be removed from service and placed on administrative leave until the results of the test are known to UPO and the employee.
2. An employee who refuses to sign a consent to test form, to take any requested test under this Policy, refuses to cooperate with any part of the testing process, fails to produce an adequate amount of breath or urine in order to conduct the test and does not have a legitimate physiological or psychological reason, or alters or adulterates (or attempts to alter or adulterate) his/her specimen shall be terminated from employment with UPO.
3. Negative Test. No disciplinary action or remedial action will be taken under this Policy when an alcohol/drug test is negative. However, UPO may take disciplinary action separate and apart from the negative alcohol/drug test based on the circumstances.
4. Positive Test. A positive test for alcohol (including a second alcohol test not under .02 as set forth in Section VII. F. 1. b) and/or a controlled substance, which the individual does not possess a valid prescription, will result in termination in the following situations:
  - a. Any accident or incident resulting in a fatality or significant physical injury;
  - b. Any accident, incident or physical altercation resulting in the need for medical



attention;

- c. Other grave and serious consequences (e.g. theft of money or property from UPO or customers); or
  - d. Prior positive alcohol/drug test.
5. In all other instances when the alcohol/drug test results are positive, an employee will be permitted to utilize the DFAP on a mandatory referral basis, if the employee agrees to each of the following conditions:
- a. Satisfactory completion of an approved Office of Human Resources alcohol and/or other drug program.
  - b. The employee will remain on sick leave until released to return to work by the approved alcohol and/or other drug program. In the event the employee does not have sick leave and/or annual leave the employee shall be placed on leave without pay.
  - c. The employee must produce a negative alcohol/drug test in order to return to duty.
  - d. The employee will be subject to mandatory, random alcohol and/or drug testing after return to duty for a period of six (6) months.
  - e. The employee will be terminated following any subsequent, positive test for alcohol and/or other drugs.
  - f. Failure of an employee to satisfactorily complete these conditions shall result in termination.

## **ARTICLE 25 - POLITICAL ACTIVITIES**

1. UPO employees are free to engage in political activity consistent with the restrictions imposed by the Hatch Act, IRS, other funding statutes and regulations, and this Article.

### **2. PERMISSIBLE ACTIVITIES**

While on his/her own personal time, using his/her personal resources, and as a private citizen not representing UPO, a UPO bargaining unit employee may:

- a. register and vote as they choose;
- b. assist in voter registration drives;

- c. express opinions about candidates and issues;
- d. participate in political campaigns;
- e. contribute money to political organizations or attend political fund-raising functions;
- f. wear or display political badges, buttons, stickers, or other paraphernalia, except that any employee having outreach responsibility may not display political badges, buttons, stickers, or other paraphernalia on his or her person or on UPO program premises during work hours or while UPO programs are being conducted;
- g. attend political rallies and meetings;
- h. join political clubs or parties;
- i. be a candidate for a public office in a non-partisan election;
- j. sign nominating petitions; and
- k. campaign for or against referendum questions, constitutional amendments, and municipal ordinances.

### 3. NON PERMISSIBLE ACTIVITIES

A UPO bargaining unit employee may not:

- a. Use their official position, authority, or influence with the agency for the purpose of interfering with or affecting the result of an election or a nomination for a party or public office.
- b. Directly or indirectly coerce, attempt to coerce, command or advise an employee or any other person who is subject to these restrictions to pay, lend, or contribute anything of value or to contribute personal services to a party, committee, organization, agency, or person for political purposes.
- c. Use program funds for any political purposes or to influence any election for public or party office.
- d. Permit the use of equipment or premises purchased or leased with program funds and under the control of UPO for any political purpose or to influence the outcome of any election for public office or party office.
- e. Discriminate, or threaten or promise discrimination against or in favor of any employee or beneficiary, because of his/her political affiliations or beliefs, or require any applicant, employee, or beneficiary to disclose his/her political affiliation.

- f. Offer any person employment, promotion, or benefits under a UPO program as a reward for the support or defeat of any political party or candidate for public or party office, or threaten or create disadvantage in employment or deprivation of benefits as a penalty for such support, except that such a person may be deprived of employment or subject to lesser penalties for engaging in activities which are forbidden.
  - g. While carrying out any UPO program, engage in voter registration activity or in transporting voters or prospective voters to the polls. This restriction applies to the uses of program funds, agency facilities, or equipment, as well as to the provision of services and the assignment of personnel. UPO employees may participate in voter registration during off-duty hours, so long as identification of such activities with the UPO program is avoided.
  - h. Use program funds in any way to aid registration campaigns. UPO employees may conduct a citizen education program which includes, as a part of the curriculum, information about the mechanics and function of voter registration, but the program must be informational and not designed to solicit registration.
  - i. Be candidates for public office in a partisan election. This restriction includes both primary and general elections.
  - j. Solicit or handle political contributions from employees or sell tickets to political fund-raising functions to employees whose principal employment is with UPO or a member agency or other persons associated with or receiving substantial benefits from UPO.
  - k. Off duty activities of UPO employees should be conducted so as to scrupulously maintain the separation between private political activities and actions relating to the job.
  - l. Campaign for or against a candidate or slate of candidates in partisan elections, during duty hours or using UPO's name, facilities, computers, funds or other UPO resources.
  - m. Make campaign speeches to elect partisan candidates, during duty hours, using UPO's name, facilities, computers, funds or other UPO resources.
4. An election is partisan if any candidate for an elected public office is running as a representative of a political party whose presidential candidate received electoral votes in the last presidential election.

## **ARTICLE 26 - SENIORITY**

1. Seniority shall be accumulated by an employee based upon his/her length of

creditable service with UPO and within his/her funding source and competitive level with respect to furloughs, lay-offs and reductions-in-force. Creditable service shall exclude any period(s) of temporary employment. An employee in a part-time (non-temporary) position shall earn one-half the creditable service of a full-time employee. Funding sources shall be indirect cost, grant, or contract received from a Federal or D.C. government agency or private foundation, which provides funding for a UPO staff position.

2. Upon the completion of the six (6) month Introductory Appointment, an employee shall receive a seniority rating dating back to his/her most recent hire date.
3. An employee shall lose his/her seniority:
  - a. If he/she quits.
  - b. If he/she is terminated.
  - c. If he/she fails to return from a leave of absence or upon the expiration of any such leave.
  - d. If he/she fails to return within five (5) days after receipt of notice of recall from layoff.
  - e. If he/she has been laid off and/or rified and has not been recalled for two (2) years to that same position or a position with virtually the same duties and responsibilities.
4. Furloughs, lay-offs, and reductions-in-force shall be in compliance with the requirements of this Agreement.
5. The Employer, in selecting employees for promotions to bargained-for positions with a higher maximum rate, agrees to adhere to the principle that the primary factors governing such selections will be the qualifications of the candidates being considered, provided; that the reclassification of employees to equivalent jobs with higher maximum rates shall not be considered promotions within the meaning of this Article. The employee whom the Employer finds is best qualified for a given position in the light of these factors will be selected; however, where the Employer finds the qualifications of two or more employees substantially the same, it will select from among them the employee with the greatest amount of seniority. Nothing in this paragraph shall be construed to prevent the Employer from promoting employees for unusually meritorious service or exceptional ability.

#### **ARTICLE 27 - REDUCTION IN FORCE, FURLOUGH, AND LAYOFF**

1. A reduction in force, furlough and/or layoff may be necessary due to circumstances existing inside or outside of UPO, including but not limited to, reduction in funds and/or unavailability of funds, program changes, workload changes, and/or

- reorganization. The Employer shall provide advance notice to the Union at least thirty (30) days prior to any reduction-in-force, furlough and/or layoff unless otherwise precluded by funding source. The Union shall be provided with the names of employees, their respective job titles, and the date of the reduction in force.
2. The determination of whether any of these conditions or other factors occurring singularly or in combination will necessitate a reduction in force, which and how many jobs are abolished, and when the reduction is made shall be in the sole discretion of the Employer.
  3. Definitions:
    - a. Creditable Service - Period(s) of continuous employment of the employee with UPO excluding: (1) any period(s) of temporary employment and (2) any period(s) during which an employee loses his/her seniority as specifically provided in Article 26 Seniority. While an employee is in a part-time (non-temporary) position he/she shall earn one-half the creditable service of a full-time employee.
    - b. Funding Source - Indirect cost, grant, or contract received from a Federal or D.C. Government agency or private foundation, which provides funding for a UPO staff position.
    - c. Functions - All or a clearly identifiable segment of an Office's mission.
    - d. Office - One of the major organizational elements of UPO.
    - e. Performance - The performance of an employee as documented under the UPO Employee Performance Evaluation Program.
    - f. Full-Time Employee - An employee hired to fill a regular position and who is normally scheduled to work seventy-five (75) hours or more within a two week pay period and who has successfully completed his/her six month Introductory Appointment.
    - g. Introductory Appointment Employee - An employee serving under a six month Introductory Appointment, who may be offered a regular appointment with UPO upon satisfactorily completing the Introductory Appointment period.
    - h. Part-time Employee - An employee hired to fill a regular position and who is normally scheduled to work less than seventy-five (75) hours within a two week pay period and who has successfully completed his/her six month Introductory Appointment.
    - i. Reorganization - The planned elimination, addition, or redistribution of functions or duties in an Office, Division or Unit.
    - j. Furlough - The temporary involuntary placement of an employee in a non-duty,

non-pay status for reasons requiring reduction in force procedures for not more than thirty (30) days except where such action is precluded by the nature and special conditions of the grant/contract under which an employee is employed.

- k. Layoff - The indefinite involuntary placement of an employee in non-duty, non-pay status for reasons requiring reduction in force procedures.
4. The scope of competition in any reduction in force depends on several factors which, taken together, determine which employees compete for retention and under what circumstances.
- a. The UPO "competitive areas" shall be the Office in which the employee works. Employees whose work station is in one Office, but whose funding source is the responsibility of one or more Offices are in the competitive area of the work Office.
  - b. A "competitive level" consists of the grouping of positions by funding source, which are so similar in all important aspects that an employee can move from one position to another within that funding source without significant training and without undue interruption of the work program. All positions in the same competitive level are characterized by a similarity of number of hours worked, duties, functions, responsibilities and pay schedules. Job titles and job descriptions are indicative, but not conclusive in determining the composition of competitive levels. A competitive level may consist of only one job when that job is so nearly unique that it is not interchangeable with other jobs. Every position in the affected competitive area shall be assigned to a competitive level. The retention register at each competitive level shall show all positions in the level.
  - c. "Competing employees" compete for retention within the designated competitive level. Temporary and Introductory Appointment employees are not competing employees and must be released by appropriate means other than reduction in force. A competing employee may not be furloughed for more than thirty (30) days. This rule shall apply except where such is precluded by the nature and special conditions of the grant/contract under which an employee is employed.
  - d. UPO shall establish for each competitive level a retention register before it releases a competing employee from his/her competitive level. The register documents the competitive levels, the basis for release or retention of any competing employee. The retention register shall list all competing employees within a competitive level in order of their retention standing relative to each other as indicated by their length of creditable service. The employee with the highest retention standing based on length of creditable service shall be listed at the top of his/her competitive level.
  - e. An employee's retention standing within his/her competitive level is determined by his/her length of creditable service with UPO. Creditable service shall exclude any period(s) of temporary employment. While an employee is in a part-time (non-temporary) position he/she shall earn one-half the creditable service of a

full-time employee. When a tie occurs involving two or more employees in the same competitive level with the same length of creditable service, UPO shall break the tie by using management judgment as to which employee(s) has/have the highest ranking performance evaluations.

- f. A competing employee may not be separated under this part while an employee with lower retention standing in the same competitive level is on furlough.
  - g. When an employee is recalled to duty in the competitive level from which furloughed or laid off, he or she shall be recalled in the order of retention standing, beginning with the employee with the highest retention standing.
- 5. UPO will notify employees who may be affected by a reduction in force, furlough or layoff at least thirty (30) days prior to the effective date of the action. The information that must be given in a notice is as follows:
  - a. The action to be taken and the effective date of the action.
  - b. The competitive areas described organizationally.
  - c. The employee's competitive level such that the retention register for the competitive level can be readily identified by the employee.
  - d. Length of creditable service and the reason (s) for any adjustment; and
  - e. Where and when the employee may inspect the retention register and other records pertinent to his/her case.
- 6. When an entire grant/contract is terminated and all employees funded under that grant/contract will be released from employment, UPO will not be required to complete the process set forth in 4 and 5 above. However, UPO shall notify the employees affected by the reduction in force or lay-off at least thirty (30) days prior to the effective date of action, unless otherwise precluded by the funding source. The notice must contain the impacted funding source, the effective date of the action, and information regarding the employees' benefits.
- 7. All reductions-in-force, furloughs and/or layoffs shall be in compliance with the requirements of this Agreement.

## **ARTICLE 28 - UNION REPRESENTATION**

- 1. At any meeting or discussion for disciplinary reasons; or those that may lead to discipline that are between a representative of management and an employee, a Union representative may be present if the employee so requests.
- 2. Pay for Union representation under this Article shall be borne by the Employer at the representative's wage rate for the actual time spent in the meeting and time spent

commuting to and from the meeting during regular scheduled work hours. This section only speaks to employees on the payroll of UPO that are acting as representatives of the Union.

**ARTICLE 29 - INFORMAL RESOLUTION PROCESS, GRIEVANCE PROCEDURES  
AND ARBITRATION**

1. A grievance is a complaint involving a deviation from, misinterpretation of, or a misapplication of a practice or policy relating to wages, hours of work, and working conditions; or a complaint that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The grievance on file by any employee shall be regarded as part of the confidential personnel file of the employee and shall be treated as such.
2. A union employee may bring a grievance, except a union employee cannot bring a grievance regarding his/her discharge, which occurs during his/her Introductory Appointment period, or regarding the feedback and review, which also occurs during the Introductory Appointment period.
3. The employees in the unit and the Union shall follow the procedures set forth in this article with respect to any grievances they may have and shall not follow any other course of action to resolve their grievances.
4. Either an employee or the Union, or the Employer may raise a grievance, and, if raised by the employee, the Union may associate itself therewith at any time except as hereinafter otherwise provided. If raised by the Union, no employee may thereafter raise the grievance him/herself and, if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently. Any grievance raised by the Union on behalf of an employee must identify the employee.
5. No grievance shall be considered hereunder unless it is raised within fifteen (15) work days of a discipline action taken against an employee as a result of the incident which created the purported grievance.
6. All time limits set forth in this article may be extended by mutual consent and must be in writing. If the time limits are not extended, they must be strictly observed. If the matter in dispute is not resolved within the period provided for in any step, the next step may then be invoked, provided that if a party fails to pursue any step within the time limits provided, he/she shall have no further right to process the grievance.
7. If the Union is not a party to a grievance under this Article, then the disposition of the dispute shall not be a precedent with respect to it.
8. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used on any recommendations for job placement, nor shall an employee be placed in jeopardy or



be subject to reprisal for having followed this grievance procedure.

9. The informal resolution process and grievance procedures consist of the informal resolution process and three (3) steps of the grievance procedures as set forth below. If the dispute involves a matter of general application, the initial step shall be Step 2. In all such cases for which the initial step is Step 2, the initiating party shall be the Union or the Employer. All other grievances must start with the Informal Resolution Process.
10. Unless the parties otherwise agree, no recording device shall be utilized during the informal resolution process, or during Step 1 or Step 2 of the grievance procedures. No person shall be present at any of these steps for the sole purpose of recording the discussion.
11. Any hearing provided for in this article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. No witnesses shall be admitted to such hearing unless their relevance to the case has been previously established. Such witnesses shall be present at the hearing only at such scheduled time that personal testimony is presented. When such hearings are held during work hours, all employees who are entitled to be present at the hearing shall be excused with pay for that purpose. The Union shall provide UPO with a minimum of seventy-two (72) hour notice of required appearance at such hearings by employees.

#### Informal Resolution Process

1. An employee who has a concern regarding wages, hours of work, or working conditions, or a concern that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall discuss his/her concern with his/her immediate supervisor or the Office of Human Resources within fifteen (15) workdays of being aware of the incident or event which created the concern, in order to address the concern expeditiously and informally.

If the action in which the employee is concerned about was issued by the Office of Human Resources (e.g. notice of termination or notice of suspension), the employee shall discuss the concern with the Office of Human Resources (HR) within fifteen (15) workdays of being aware of the action, in order to address the concern expeditiously and informally.

2. The employee may request the presence of his/her Union Representative. If this occurs, the supervisor may also have another Management Representative in attendance.
3. The supervisor or HR, as applicable, after completion of the discussion, will give the concerned employee a response within five (5) workdays.

4. Any claim for adjustment shall be waived if the matter is not discussed with the supervisor or HR, as applicable, within the fifteen (15) workday period.
5. If the employee is not satisfied with the response from his/her supervisor or HR, as applicable, the employee may proceed to Step 1 of the Grievance Procedures and file a written grievance.

## Grievance Procedures

### **Step 1**

- a. An employee who has a concern that was not resolved during the Informal Resolution Process shall submit a written grievance within seven (7) workdays after the employee receives his/her supervisor's response or HR's response, as applicable. The grievance shall be signed by the employee(s) or the Union on behalf of the employee(s).
- b. The written Statement of Grievance shall include:
  1. The name(s) of the employee(s) and supervisor(s) involved;
  2. A statement of the facts giving rise to the grievance (including the date the employee(s) became aware of the issue being grieved);
  3. The identification, by appropriate reference, of the provision(s) of the Agreement alleged to be violated with the grievant(s) reason(s) for alleging that such provision(s) have been violated;
  4. The specific relief requested; and
  5. A statement identifying the correspondence as Step 1 of this grievance procedure.
- c. The Statement of Grievance shall be addressed to the respective Office Director or HR, as applicable.
- d. There will be no meeting of the grievant and Office Director or HR, as applicable, at Step 1 unless requested by either party. The employee's Union Representative may be present if requested by the employee. If this occurs, the Office Director or HR, as applicable, may also have a Management Representative in attendance.
- e. Upon receipt of the written grievance, the Office Director or HR, as applicable, will have up to ten (10) workdays to investigate and provide a written response to both the employee and the Union Representative.
- f. Decisions made at this step will be communicated in writing by the Office Director or HR, as applicable, to the employee no later than the close of business on the tenth (10) workday.

- g The employee shall have a Union Representative present when the Office Director's response or HR's response, as applicable, is given. Likewise, the Office Director or HR, as applicable, may request that the Management Representative be present.
- h The presentation of the Office Director's written response or HR's written response, as applicable, to the employee and the Union Representative shall terminate Step 1. The written grievance presented at Step 1 shall be used exclusively as the basis for Step 2.

## **Step 2**

- a If the grievant or the Union does not accept the written response of the Office Director or HR, as applicable, provided pursuant to Step 1 of this procedure, then, within seven (7) workdays of receipt of the Office Director's written response or HR's written response, as applicable, the dispute shall be addressed to the President/Chief Executive Officer. A copy of the Statement of Grievance as presented at Step 1 and reasons for exception taken by the employee or the Union or both to the Office Director's response or HR's response, as applicable, shall be forwarded to the President/Chief Executive Officer at the time that Step 2 is invoked.
- b The President/Chief Executive Officer or his/her designee shall hold an in-person meeting on the matter.
- c At Step 2, there shall be a single chief spokesperson on each side, provided that this shall not preclude any participant at Step 2 from speaking.
- d The President/Chief Executive Officer or his/her designee shall provide a written response to the grievant and Union Representative within ten (10) workdays of the filing of Step 2. The issuance of the written response of the President/Chief Executive Officer or his/her designee shall terminate Step 2.
- e UPO may address a Statement of Grievance to the Union President to initiate the grievance procedure. These grievances start at Step 2. Upon receipt, the Union President shall provide a written response within ten (10) workdays. The issuance of the response of the Union President shall terminate Step 2.

## **Grievance Mediation**

- a If the grievance is not resolved at Step 2, the Union and the Employer may choose, upon mutual agreement, to take the matter to mediation. Grievance Mediation is not a formal step in the three step grievance process. Participation in mediation is strictly voluntary.
- b This Grievance Mediation process may be implemented with mutual

agreement prior to filing for Arbitration, or in the time frame between filing for Arbitration and the Arbitration proceeding. In the event Grievance Mediation is chosen prior to filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process.

- c. The Union and Employer will make every effort to have the mediation take place in a timely fashion so as not to delay the ultimate resolution of the grievance.
- d. The decision/recommendation of the Federal Mediator shall not be binding on either party and may not be introduced in any subsequent arbitration proceeding.
- e. The Union and Employer will bear their own expenses to prepare for the mediation and will share in the mediator's fee and expenses equally.

### **Step 3**

- a. If the Union or Employer is dissatisfied with the decision at Step 2 or the Mediation, either party may, within thirty (30) workdays of the receipt of the Step 2 or Mediation decision, request arbitration. If the employee is on Administrative Leave, such leave shall end fifteen (15) days following the resolution of Step 2 and will be placed on Leave Without Pay for the remainder of the process.
- b. No individual employee himself/herself may invoke this Step 3.
- c. The notice of arbitration by the Union must be in writing addressed to the President/Chief Executive Officer, United Planning Organization. Notice of arbitration by the Employer must be in writing addressed to the International Staff Representative of District 2-13. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.
- d. The question in dispute shall then be referred to an arbitrator selected by the parties from a panel or panels submitted by the Federal Mediation and Conciliation Service. The process for selecting the arbitrator shall be initiated within ten (10) workdays after Step 3 has been invoked unless otherwise mutually agreed. The Union shall have the first strike of an arbitrator on the list, followed by the Employer's strike. The parties will take alternating strikes until one arbitrator remains on the list. In the event the name selected from the panel or panels shall be unwilling or unable to serve, the last name struck shall be selected. The Union shall be responsible for initiating this process.
- e. The arbitrator shall hear and decide only one grievance in each case. He/she shall not be bound by formal rules of evidence. He/she shall be bound by and

must comply with all the terms of this Agreement. He/she will have no power to delete or modify in any way the provisions of this Agreement. He/she shall have the power to make appropriate awards. The decision of the arbitrator shall be final and binding upon both parties and all employees during the life of this Agreement only with respect to grievances concerning the interpretation or application of the specific terms of this Agreement.

- f. No hearing as provided in Step 3 shall be open to the public or persons not immediately involved unless all parties to the same agree.
- g. All parties shall have the right at their own expense to legal and/or stenographic assistance at Step 3.
- h. Fees and expenses of the arbitrator shall be borne equally by both parties.

### **ARTICLE 30 - UNION DUES DEDUCTION**

1. During the term of this Agreement, UPO agrees to deduct all applicable Union initiation fees and regular membership dues from the salaries of any employee who authorizes UPO to do so on a legally proper and properly executed authorization form received by UPO at least ten (10) days prior to the date the first deduction is to be made for dues deduction. Such deductions shall be made from each paycheck thereafter. UPO will continue to honor effective dues deduction authorizations on file with UPO as of the effective date of this Agreement in accordance with their terms.
2. The Union will promptly furnish UPO with a written schedule of Union dues and will promptly notify UPO in writing of any changes to the dues schedule. The Secretary-Treasurer of the International Union shall specify the amount to be deducted. UPO shall transmit to the Union the amount collected each pay period within ten (10) workdays after the deduction is made.
3. Upon discovering or receiving notification of any erroneous or improper payment mistakenly made by UPO to the Union, the Union will promptly return such payments to UPO.
4. The Union agrees to indemnify UPO and hold it harmless from all claims, damages, attorney's fees, costs, fees, overcharges of any kind which may arise out of the honoring by UPO of any dues deduction authorization.
5. An employee hired on 1-1-97 or after by UPO, shall as a condition of employment, pay Union dues through payroll deduction within thirty days after entrance to UPO and be a Union member or pay amounts equal to union dues within thirty days after entrance to UPO.
6. Any employee who is hired on 12-31-96 or before by UPO, can either be a Union member and have dues payroll deducted, or be a non-member and have no dues

deducted.

### **ARTICLE 31 - UNION ACTIVITY**

1. Disclosure of personal employee information to the Union shall be permitted only with a signed agreement from the employee.
2. On ratification of this Agreement and at the beginning of the ensuing calendar years the Employer will provide a list of all bargaining unit employees with the information listed in Paragraph 3 below.
3. The Employer will furnish the Union a report fifteen (15) days after the end of each month with the following information:
  - a. For all new employees who are eligible to be members of the bargaining unit, the name, entry on duty date, job classification (full-time, part-time), hourly wage, work location, date of birth, sex, and home address.
  - b. Names of all bargaining unit employees who resign or are terminated.
4. The Union and the Employer reaffirm their commitment to maintain optimum confidentiality of employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to employee personnel records and/or duplication or publication of information contained in employee personnel records. Consistent with these concerns, requests for access to or copies of materials in individual employee personnel files by the Union shall be limited to situations in which personal information is directly relevant and material to a pending grievance. The Union shall handle all such materials with an abiding respect for the need to maintain maximum confidentiality of personally identifiable information balanced against its obligation as bargaining representative to process grievances and administer this Agreement.
5. To the extent that the Employer determines in writing that staffing and other circumstances permit, employees who are authorized representatives of the Union may be excused without pay upon request by the employee to his/her immediate supervisor, or granted leaves of absence without pay at the request of an authorized officer or representative of the Union to attend to the business of the Union. The employee or the Union shall give the employer at least 24 to 48 hour notice for such absences.
7. Subject to the availability of space at any particular UPO facility, and in a manner designated, the Union shall be permitted to install its own bulletin board at a location by UPO to which employees have ready access for the posting official notices or other materials relating to Union activities. All materials posted on the bulletin board shall bear the official seal or letterhead of the Union and contain only information or other contents which would not be inappropriate to be seen or read by UPO clients, contracting agencies, member agencies, government officials and

members of the public, who may also have access to the location where the bulletin board is placed. The total bulletin board space available to the Union shall not exceed six (6) square feet. The cost of providing and maintaining these boards will be borne by the Union. Only an authorized Union representative may add, alter, or remove materials posted on the Union board. \*Entry into Child Development Centers must be coordinated with the Center Directors.\*

8. Upon the arrival of a new UPO employee on the job, the new employee will be introduced by the Office of Human Resources during new hire orientation to a local representative of the Union for purposes of providing the new employee with information about the Union. The local representative and the new employee will be released for up to one (1) hour of paid work time for this process. UPO will notify the local one (1) week prior to coordinate attendance at UPO's New Hire Orientation. New Hire Orientation will be held every other month, starting in April 2024.
9. Union representatives shall not hold conferences with UPO employees during the employee's working time, and if held on the premises before or after working hours, conferences shall only be held in a private location designated by UPO.
10. Non-employee Union Representatives are welcome at Employer owned or leased premises or where Employer operations or services are rendered when the visits have been pre-arranged with the Employer as to the time and place.

### **ARTICLE 32 - NO STRIKES OR LOCKOUTS**

During the term of this Agreement there will be no strikes, picketing at offices and work sites, work stoppages, slowdowns, boycotts, or interruption of the normal conduct of UPO's operations and services by the Union, its members, or representatives. UPO will not lock out its employees.

### **ARTICLE 33 - SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Upon declaration of such invalidity the parties agree to immediately negotiate a substitute provision.

### **ARTICLE 34 - TERM OF AGREEMENT**

This agreement shall become effective at XX:XX o'clock on the X day of XXXX 2025, and shall remain in full force and effect to and including 12:00 o'clock midnight on XXXX XX, 2028.

Negotiations for a new agreement will commence no sooner than sixty (60) days prior to the expiration of this agreement.



## APPENDIX 1

### JOB TITLES AND FLSA STATUS (EXEMPT/NON-EXEMPT)

	Title	FLS A Statu s	
1	Card Production Specialist (EBT)	NON	
2	Case Manager- WFI	NON	
3	Case Manager-YSD (POWER)	NON	
4	CDL Bus Driver (OEL)	NON	
5	Certified Peer Outreach Specialist (CTC)	NON	
6	Clinical Care Coordinator (CTC)	X	VACAN T
7	College and Career Readiness Coordinator (YSD)	NON	
8	Community Coordinator (WINN -CID)	NON	
9	Community Impact Facilitator (CID)	X	
10	Community Outreach Coordinator (ADVCY)	NON	
11	Computer Support Specialist (OTIS)	NON	
12	Culinary Arts Instructor (WFI)	NON	
13	Custodian (OFM)	NON	
14	Data Specialist (FGP)	NON	
15	Data Specialist (WFI)	NON	
16	Disability Services Assistant (OEL)	X	
17	Disability Services Specialist (OEL)	X	
18	Dispatcher (SH)	NON	
19	Division Coordinator (WFI)	NON	
20	Driver/Outreach Worker (SH)	NON	
21	Driver/Outreach Worker – ADA (SH)	NON	
22	Driver/Outreach Worker – CDL (SH)	NON	
23	Early Head Start Home Visitor 1 (OEL)	X	
24	Early Head Start Home Visitor 2 (OEL)	X	
25	Early Head Start Home Visitor 3 (OEL)	X	
26	Early Learning Specialist (OEL)	NON	
27	EBT Center Supervisor (EBT)	NON	
28	Electrical Instructor (WFI)	X	VACAN T
29	Eligibility & Data Specialist (OEL)	X	
30	Facilities Coordinator (OEL)	X	
31	Facilities Specialist (OEL)	NON	
32	Facilities Technician (OEL)	X	

33	Family Driver/Outreach Worker (SH)	NON	
34	Family Engagement Specialist (OEL)	NON	
35	Family Engagement Specialist- Bilingual (OEL)	NON	
36	Family Engagement Specialist –HUB (OEL)	NON	
37	Financial Counselor (CRD)	NON	
38	Fiscal Administrative Assistant (OEL)	NON	
39	Fiscal Specialist – QIN HUB (OEL)	NON	
40	Fleet Maintenance Coordinator (SH)	NON	VACANT
41	Food Service Aide (OEL)	NON	
42	Food Truck Cook/Driver (WFI)	NON	
43	Health Services Specialist - EHS (OEL)	NON	
44	Housing Counselor (CRD)	NON	VACANT
45	IT Instructor (WFI)	X	
46	IT Support Specialist (OTIS)	NON	
47	Job Developer (WFI)	NON	
48	Job Readiness Coach Assistant (WFI)	NON	
49	Licensed Practical Nurse (CTC)	NON	
50	Maintenance Technician (FCM)	NON	
51	Maintenance Technician II (FCM)	NON	
52	Multimedia Communications Specialist (COM)	NON	
53	Nutrition Services Specialist (OEL)	NON	
54	Nutrition Services Specialist –Lead (OEL)	NON	
55	Office Assistant (OEL)	NON	
56	Operations Specialist (FGP)	NON	
57	Outreach Coordinator (SH)	NON	
58	Plumbing Instructor (WFI)	X	
59	Print & Digital Communications Specialist (COM)	NON	
60	Professional Building Maintenance Instructor (WFI)	X	
61	Program Assistant (BCA)	NON	
62	Program Assistant (CID)	NON	
63	Program Assistant (SH)	NON	
64	Program Assistant (YSD)	NON	
65	Program Coordinator (SPC)	NON	
66	Receptionist (GEN)	NON	
67	Recruitment Specialist (WFI)	NON	
68	Resources Services Manager (OEL)	NON	
69	Secretary Records Clerk (CTC)	NON	
70	Social Science Research Analyst (RRD)	X	

<b>71</b>	<b>Software Support &amp; Trainer (OTIS)</b>	<b>NON</b>	
<b>72</b>	<b>Staff Writer/Copy Editor (COM)</b>	<b>NON</b>	
<b>73</b>	<b>Teacher Level 1 (OEL)</b>	<b>NON</b>	
<b>74</b>	<b>Teacher Level 2 (OEL)</b>	<b>X</b>	
<b>75</b>	<b>Teacher Level 3 (OEL)</b>	<b>X</b>	
<b>76</b>	<b>Telecommunications Instructor (WFI)</b>	<b>X</b>	
<b>77</b>	<b>Transportation Coordinator (COO)</b>	<b>NON</b>	
<b>78</b>	<b>Treatment Specialist (CTC)</b>	<b>NON</b>	
<b>79</b>	<b>Volunteer Coordinator (ADVCY)</b>	<b>NON</b>	

## **APPENDIX 2**

### **TRANSFERS, PROMOTIONS AND DEMOTIONS**

1. It is UPO's policy to fill vacant positions with the best qualified candidate from within whenever possible. Qualified personnel from outside the organization are recruited as well. To implement the policy, the following procedures will be observed:
  - a. All UPO position vacancies, which may be filled either by transfer, promotion, or initial hire, will be posted by the Office of Human Resources. A qualified employee who wishes to apply for a particular position will have five (5) business days from the date of the notice to notify the Office of Human Resources. UPO will post position vacancies internally and on its website. Vacancies are defined as any classification under Article 5.
  - b. The appropriate authority will interview and consider for transfer or promotion all applicants who have been referred and meet the minimum qualifications. The Office of Human Resources will provide, at the time a selection is made, notification to all internal applicants whether or not they have been selected.
2. An employee is considered to have been promoted when he/she is moved to a position which is at a higher pay classification, or when the position occupied is reclassified to higher pay classification. The employee will receive a corresponding salary increase based upon the position classified or reclassified to a higher pay classification. The next consideration for a lump sum cost of living bonus and/or cost of living increase will be one year from the date of promotion. If he/she is prevented from receiving the salary increase for the promotion until sometime later, due to funding regulations or delay in required Board approval, consideration for a lump sum cost of living bonus and/or cost of living increase must still wait until one year from the date of promotion.
3. A demotion occurs when there is a removal of an employee from one position and an appointment to a lower position which has a lower pay classification than his/her previous position. Where a demotion has been effected the employee will incur a salary decrease. If the employee at the time of his/her demotion is earning the base salary of the position from which he/she is to be reassigned, his/her salary will be decreased to the base salary of the lower position. The employee will not be eligible for a lump sum cost of living bonus and/or cost of living increase until he/she has served a period of one year of satisfactory performance in his/her new position. He/she will have to serve for a period of not less than six months in his/her new position before becoming eligible to request consideration for a promotion.

### **APPENDIX 3**

#### **DISCIPLINE PROCEDURES**

1. An employee may be placed on probation for a period not to exceed sixty (60) days. Following the completion of the probationary period, the supervisor shall recommend what action, if any, has been determined to be appropriate. He/she may recommend that the employee be returned to regular status, reassigned, demoted, returned to regular status subject to certain conditions, or terminated. If the supervisor recommends termination and the Office of Human Resources approves the termination, the employee shall receive written notice of the termination. The notice shall state the reason(s) for the action.
2. An employee may be suspended immediately where a substantial question of impropriety, corruption, or misfeasance on the part the employee arises, or where there is reason to believe that the employee's continued presence would constitute a hazard or otherwise be seriously detrimental to UPO, its employees, and/or customers. The employee shall be notified of this action and the reasons for the suspension at the time the action is to be made effective. The notice shall be in writing. During the suspension period, the employee shall be entitled to be placed on Annual Leave/Flexible Leave/Personal Days to the extent that he/she has accrued Annual Leave, Flexible Leave, or Personal Days available. An employee who is suspended and does not have sufficient accrued Annual Leave, Flexible Leave, or Personal Days shall be placed in a "Leave Without Pay" status. A suspension under this paragraph may not be for a period in excess of fifteen (15) workdays. During this period, a determination shall be made as to whether the employee shall be returned to regular status, reassigned, demoted, terminated, or returned to regular status under certain conditions. In the event that the immediate suspension was issued in error and no just cause existed to support the immediate suspension, UPO shall reinstate the employee's pay and/or leave, as appropriate. If a determination is made that the employee be terminated, then the action shall be effectuated immediately. The employee shall be notified in writing of the action.
3. An employee may be terminated for such cause as will promote the efficiency of UPO's operations.

**APPENDIX 4**  
**WORKER'S COMPENSATION**

1. Employees of UPO are covered under the Worker's Compensation Program and are entitled to medical and hospital services if injured while on the job. These services are limited to those required to cure or relieve the effects of the accidental injury.
2. An Employee is entitled to temporary compensation from UPO's worker's compensation insurance carrier for the period of time that he/she is unable to work due to a compensable work related injury or illness, consistent with the District of Columbia worker's compensation laws.
3. An employee cannot receive both a worker's compensation check from UPO's worker's compensation insurance carrier and a paycheck from UPO for the same day(s). In the event that this occurs, the employee must make UPO whole by paying UPO back the full amount paid by UPO. Once UPO is made whole, UPO will credit the employee any days of leave used during the workplace injury absence.

## **APPENDIX 5**

### **RESIGNATION**

When an employee intends to resign from employment with UPO, the employee shall write a letter of resignation, stating the effective date and submit the resignation letter to their immediate supervisor. The supervisor will send a copy of the resignation letter and a completed Resignation/Termination Form to the Office of Human Resources. An exit interview will be coordinated by the Office of Human Resources at a mutually agreed upon date with the employee. However, in the event the employee wishes to rescind their resignation, a letter requesting to continue their employment shall be submitted no later than forty-eight (48) hours from the submission of the resignation for the Employer to consider the rescission. If the Employer rejects the rescission, the employee will not be entitled to grieve the Employer's decision. The employee will submit his/her UPO Identification Card and all other UPO property to HR or the employee's supervisor on or before the last working day. UPO will verify clearance of the employee's outstanding financial obligations and UPO property on or before the last working day providing the employee gave at least two (2) weeks' notice. All outstanding debts will be deducted from the employee's pay check or collected from the employee if the pay check is insufficient to cover the debt. Accrued Annual Leave and Flexible Leave will be calculated and any unpaid balance will be paid as part of the employee's final pay check consistent with Article 10. The Office of Human Resources will supply information regarding benefits so that the employee may exercise his/her option concerning these items.