







The DCTU understands that the City will not have sufficient economic information to engage in bargaining over any economic terms and conditions until after January 31, 2021, and that the DCTU shall not claim that the City is engaging in an unfair labor practice as a result of not engaging in bargaining over economic terms and conditions prior to January 31, 2021. The City expects to have broad financial information available by January 31 and to consider proposals on economic terms and conditions by February 28, 2021.

11. All terms in the existing collective bargaining agreement of the parties that are not in conflict with this Agreement shall remain in effect.
12. The City recognizes the value of the Union in the workplace and supports an employee's right to organize. In addition, the City acknowledges that unduly opposing the efforts of employees to join a labor union represents a cost to the City that should be avoided when possible. As such, the City shall in good faith consider voluntary recognition into the bargaining unit any classification that is not supervisory or confidential in nature as defined under the Public Employees Collective Bargaining Act and that is not currently represented by another bargaining unit or for which an interest in recognition has not been expressed by another bargaining unit, for whom the union has provided the City with a majority showing of interest within the appropriate classification, and that the group of employees has a sufficient community of interest to the bargaining unit. The parties shall agree on the process for making this showing.

The DCTU member Union shall have the right to spend up to thirty (30) minutes with each employee who is voluntarily recognized into the bargaining unit under this paragraph. The time spent with each employee shall not exceed thirty minutes. The meeting times shall be arranged between the Union and the City and shall be at a mutually acceptable time. The meetings with employees shall be during employees' break times, which are twenty (20) minutes. In addition to paying for the employees' break times as already required by law, the City shall also pay for the additional ten (10) minutes so that the total meeting time of thirty (30) minutes shall be paid by the City. Because the time is during an employee's break, employees may opt whether or not to attend the meeting.

13. If the City reimburses any COLA, merit increases, or furlough days to non-represented employees during the duration of this agreement, all employees covered by this Agreement will receive a proportional reimbursement based on equivalent concessions.
14. AFSCME Local 189 and IBEW 48 assert that they have signatory authority on behalf of all unions covered by the DCTU collective bargaining agreement.
15. This Agreement is to address the economic impacts of the State of Emergency related to the Coronavirus pandemic and does not set a precedent for the parties to this Agreement.
16. Except as specifically provided otherwise herein, this Agreement shall take effect only on ratification by all unions within the DCTU and by City Council.

