

performance of the employee's duties, nor used to conduct outside employment or for discriminatory or harassing purposes or exchange of pornographic, discriminatory or harassing material.

Section 3 – Internet Access and Use

The parties agree that Internet access through the Office of the Attorney General facilities is considered D.C. Government property and must be used for the program needs of the OAG. Employees are expected to be familiar with the D.C. Government's Internet Access and Use Policy. The parties agree that employees may be allowed to use the Internet on a limited basis for personal purposes, but that such use should be limited to non-work time and should not interfere with the performance of the employee's duties. Employees are expressly prohibited from visiting websites to conduct outside employment or that contain discriminatory, pornographic, bandwidth-consuming, or harassing material.

Section 4 – Telephone Use

The Employer and Union agree that D.C. Government telephones must be used primarily in support of D.C. Government programs. The parties acknowledge that employees are permitted to use telephones on an occasional and selective basis for personal purposes. Such use is a privilege and not a right and may not be abused for the conduct of outside employment during the scheduled tour of duty of the employee or for discriminatory, pornographic, or harassing purposes.

Section 5 - Privacy

Except as provided generally under current, written, and published D.C. Government policies, the Office of the Attorney General shall not monitor employee email, telephone, or internet use, unless it has good cause to believe that an employee has violated this Article or any applicable law or regulation. The Employer will share with the Union notices of any changes or modifications to said policies that it receives.

ARTICLE 21 TRAINING

Section 1 - New Employee Orientation

Employer will provide each new employee with an orientation to include at least a fifteen (15) minute presentation by the Union regarding Union membership.

Section 2 - Continued Training Opportunities

The Employer and Union mutually agree that the legal services provided by attorneys employed by OAG will be enhanced by the opportunity for attorneys to engage in continuing legal education that is relevant to their work. The Employer shall encourage and assist Employees in obtaining career-related training and education both inside and outside the OAG by collecting and posting current information available on training and educational opportunities. The Employer shall inform Employees of time or expense assistance the Employer may be able to provide. Continued training shall be provided and approved within budgetary constraints. The Employer will use its best efforts to provide a variety of appropriate continuing legal education opportunities, including ongoing access to online training opportunities and legal ethics training opportunities, throughout each year at no cost to employees to enable employees to meet their continuing legal education requirements under the Legal Service Act.

Section 3 - Requests for Continued Training

The Employer may consider requests for continued training of Employees and may provide time or expense assistance to Employees. Continued training opportunities shall be afforded Employees on a fair and impartial basis to the maximum extent possible. Employees shall be promptly informed of a denial of a training request together with the reason for the denial. The parties agree that the program needs of the Employer are paramount in providing training to Bargaining Unit Employees.

ARTICLE 22 EMPLOYEE RIGHTS

Section 1 – Respect in the Workplace

It is the intent of the OAG and the Union that all employees both within the bargaining unit and outside shall be treated with fairness and dignity.

Section 2 - Employee Rights

All Union employees have the right, and shall be protected in the free exercise of that right without fear of penalty or reprisal:

1. to organize a labor organization free from interference, restraint, or coercion;
2. to form, join, or assist any labor organization;
3. to bargain collectively through representatives of their own choosing; and
4. to refrain from any or all such activities under subsections (1), (2), and (3) of this subsection, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in D.C. Official Code § 1-617.11 (2012 Supp.) ("Employee Rights").

Employee Rights shall extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Mayor, D.C. Council or Congress.

Section 3 - Employee Grievances

An individual employee may present a grievance at any time to the Employer without the intervention of the Union; provided, however, that the Union is afforded at least forty-eight (48) hours advance notice to be present and to offer its view when requested by an employee at any meeting held to resolve the grievance. Any employee or group of employees who present a personal grievance to the Employer may not do so under the name, or by representation, of the Union. Resolutions of grievance must be consistent with the terms of this Agreement.

Section 4 – Conflicts of Interest

This Agreement does not authorize participation in the management of or acting as a representative of a labor organization by any employee if the participation or activity would result in a conflict of interest, a breach of legal ethics, or otherwise be incompatible with applicable law or with the official duties of the employee.

Section 5 - Campaigns or Drives - Solicitation of Employees in the Bargaining Unit

A. Definition: For the purpose of this Article, solicitation of employees in the bargaining unit means OAG or District government approved solicitations which have been announced in generally published OAG or D.C. government directives.

B. Participation: Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no discrimination against any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer or solicit for contributions. Absent a volunteer, OAG will request the Union to assist in providing the needed volunteer. Consistent with District government ethics rules, regulations and law, no management or supervisory employee shall participate in any direct solicitation of employees in the bargaining unit who are under his/her supervision except for occasional office functions.

ARTICLE 23 SABBATICAL/EXTENDED LEAVE

It is the policy of the Office of the Attorney General for the District of Columbia (OAG) to allow attorneys to apply for an extended time away from work for community service, education, travel or other outside interests in a non-pay status. To be eligible for a sabbatical, an attorney must have both: 1) been employed with the OAG for seven years, and 2) received a performance evaluation of at least Successful, or an equivalent rating, in every category for the rating period which immediately precedes the application for sabbatical/extended leave. An attorney who receives a Needs Improvement or a Fails Expectation, or an equivalent rating, in any category is ineligible. After completion of the attorney's seventh anniversary with the OAG and each successive seven years after return from a sabbatical, the attorney may request up to one (1) year of leave as sabbatical. Attorneys who elect to take a sabbatical will return to a comparable position with the OAG.

Section 1 – Process

Application for sabbatical should be submitted to the attorney's immediate supervisor no later than 120 days before the proposed leave is to commence. The immediate supervisor shall review each application and send a recommendation to approve or disapprove the request to the Attorney General within 30 days of the submission of the request.

Section 2 – Supervisor's Authority

Sabbaticals may be taken for any purpose. However, the reason for the request may be taken into consideration by the employee's supervisor in determining whether to approve the request. Final decision on request for sabbatical is in the sole discretion of the Attorney General who, in his/her discretion, may set limits on the number of attorneys who shall be approved for a sabbatical in any one year. If an employee asks for the reason for the denial, a supervisor must provide a written justification for the denial. The denial of an application for sabbatical/extended leave is not grievable.

Section 3 – Potential Loss of Benefits and Insurance Premiums

Attorneys understand that an extended leave of absence in a non pay status may impact his or her retirement and other benefits with the District of Columbia. Attorneys also understand that they are required to pay their portion of any insurance premiums while in a non pay status. Attorneys shall inform themselves of the District of Columbia rules and regulations applicable to an extended leave of absence in a non pay status before submitting the request for sabbatical. Under no circumstances is the OAG required to allow attorneys to use leave intermittently to avoid the loss of benefits while the attorney is on sabbatical.

ARTICLE 24 REASSIGNMENTS, PROMOTIONS, DETAILS

Section 1 – Promotions

The criteria and selection process for line attorney promotions are contained in OAG Office Order number 2007-36, entitled Promotion Policy for Legal Service Attorneys in the Office of the Attorney General. The terms of this policy are incorporated by reference into this Agreement, except as otherwise provided herein.

Section 2 - Promotion Priority Process

Notwithstanding any other provision in this Agreement or in promotion policies and office orders, an attorney who is rated qualified for a promotion and assigned a promotion ranking number but not promoted in the rating period for which he or she is first qualified shall be promoted in rank order before attorneys who are later qualified for promotion, unless the Employer can demonstrate that a substantial reason exists for deviating from this provision.

Section 3 - The Promotions Ranking Committee

The Promotions Ranking Committee (PRC) shall be comprised of Employer representatives from each division in OAG. The PRC will rank all promotion candidates office-wide in accordance with procedures outlined in the Office Order establishing the PRC. The PRC shall be governed by the specific provisions set forth in applicable District of Columbia laws and regulations.

Section 4 – Grievance on Failure to Comply with Process

Attorneys may not grieve a failure to obtain a promotion or failure to appear on a list of candidates recommended for promotion. The decision on whether to grant a promotion is within the sole and unreviewable discretion of the Attorney General. However, attorneys may grieve management's alleged failure to comply with the process outlined in Office Order number 2007-36, later orders or section 2 above.

Section 5 – Filling Vacancies

A. Whenever an attorney vacancy exists within OAG, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, Employer shall provide a copy to the Union which shall post such vacancy notice on all Union bulletin boards. The Employer shall also post the announcement electronically through the use of agency-wide e-mail no later than ten (10) working days prior to the closing date. A copy of the notices of OAG job openings will be provided to the appropriate Union Steward at the time of posting.

B. During this period, employees who wish to apply for the position, including employees on layoff, may do so. The application shall be in writing, and may be submitted by electronic mail, any official District online application system or in person to the appropriate Personnel Office.

Section 6 - Job Qualifications

Management has the right to determine job qualifications. Where the Employer has considered the recommendations of the PRC and has determined that two or more employees/applicants for a position are equally qualified to perform the duties of the position, the selection shall be made by the Employer from the designated qualified candidates. The Employer may also reject all candidates on the list and may request a new list.

Section 7 - Additional Duties

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with District government position classification guidelines set forth in the District Personnel Manual and any other applicable District of Columbia law.

ARTICLE 25
TIMELY RECEIPT OF CORRECT PAY AND EXPENSE REIMBURSEMENTS

Section 1 - Tardy or Non-Receipt of Pay

- A. Employer shall use its best efforts to take all action necessary to correct tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors within its control.
- B. Employer shall use its best efforts to take all action necessary to assist in correcting tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors when the specific error or needed correction is not within its control.

Section 2 - Pay Errors

Employer shall expeditiously use its best efforts to take all action necessary to correct all other paycheck errors including those concerning benefits, sick leave, annual leave and various deductions. In any event, the Employer shall correct all pay errors no later than two (2) weeks following the identification of the error by the employee or the Employer. In the event that pay errors continue to exist more than two pay period after Employee provides notice to the appropriate Employer representative and the delay results due to no fault of Employee, Employee shall receive four (4) hours of administrative leave.

Section 3 - Timely Receipt of Pay, Pay Increases, Bonuses and Reimbursements

- A. Employer agrees to use its best efforts to ensure that pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases, are paid on the effective date. To this end, Employer shall, among other things, use its best efforts to ensure that paperwork needed to implement such increases is completed within a reasonable time of the proposed effective date of the action and shall process the proposed action as expeditiously as possible, to avoid or minimize any delay in implementation.
- B. The Employer must pay all pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases no later than two (2) pay periods following the effective date of the increase.

Section 4 - Timely Reimbursement of Expenses

Employer shall use its best efforts to take all necessary action to ensure that reimbursement of pre-authorized expenses related to the employee's employment, including but not limited to travel and education expenses, is paid within thirty (30) days of submission of a proper request.

Section 5 - Audits

In the event Employee requests an audit of pay and benefit records because of errors made in their computation, Employer shall complete such audit and transmit the results to the requesting employee within ten (10) business days or shall provide the employee a reason why additional time is required and shall give a projected date of completion.

ARTICLE 26 GENERAL PROVISIONS

Section 1 - Work Rules

Employees will be advised of verbal and written work rules that they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 – Identification Device

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters. Therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their clothing except when appearing in court or before any administrative tribunal or other government agency on behalf of the Employer.

Section 3 - Distribution of Agreement

The Employer and the Union agree to electronically distribute the fully executed version of this contract to all management and covered employees upon execution of the contract by the parties.

Section 4 – Office Space

Employer will consider the attorney client and other privileges in providing space. Office space will be identified by OAG and assigned by the Union. Employer determines space, division and section allocation, as well as what offices are available for bargaining unit employees. Employer will afford the Union the advance opportunity to consult over the design of new office space at each step of the design process. The parties acknowledge that this does not interfere with management's final authority to determine the final design.

ARTICLE 27 COMPUTATION OF TIME

All time frames referenced in this Agreement shall be interpreted as business days, unless otherwise specified.

ARTICLE 28 GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 – Definitions

A grievance under this section is an allegation that the other party has violated a provision of this Agreement. RIFs, furloughs, disciplinary actions and performance rating appeals are excluded from the definition of grievance under this section and such disciplinary actions and ratings are not subject to challenge, review or arbitration under the grievance and arbitration procedures of this section. The grievability of disciplinary actions and performance evaluations is governed by other parts of this Agreement and the Compensation Agreement.

Section 2 – Performance Ratings

Any performance rating may be appealed within thirty (30) calendar days of receipt by the employee to a three-person committee established by the Attorney General. The committee shall be empowered to review the basis for a direct supervisor's rating, conduct a hearing, receive written briefs, and issue a written decision which shall approve, modify, or reject a performance rating. Any decision by the Committee shall be appealable to the Attorney General within thirty (30) calendar days of receipt of the decision by the employee. The Attorney General's decision shall be final and no further appeal shall be allowed under this Agreement. If the committee does not act within thirty (30) calendar days of the appeal, the evaluation may be appealed to the Attorney General who shall issue a decision within fifteen (15) calendar days thereafter. If the Attorney General does not act within fifteen (15) calendar days, unsatisfactory evaluations may be appealed under the provisions of this Article within fifteen (15) calendar days. The Attorney General shall establish procedures for appeals under this Article to the committee and to the Attorney General.

Section 3 – General Provisions

Other than a disciplinary action and evaluations, any grievance that may arise between the parties involving an alleged violation of this Agreement, shall be settled as described in this Article unless otherwise agreed to in writing by the Union President and the Attorney General or his/her designee.

Section 4 – Information Requests

Both parties shall provide all information determined to be reasonable and needed by the other party for processing of a grievance after a request by the other party within a reasonable amount of time.

Section 5 - Procedure

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Grievances must be filed at the lowest level where resolution is possible. Therefore, all grievances shall ordinarily be presented to the immediate supervisor unless it is clear that the immediate supervisor does not have authority to deal with the grievance and that it should be filed elsewhere. The Union may request a face-to-face meeting with the appropriate management representative who is delegated authority to deal with the grievance at each step. The parties agree to endeavor to engage in productive meetings to resolve a grievance.

Nothing in this Agreement shall be construed as precluding discussion between an employee, the Union and the appropriate supervisor over a matter of interest or concern to any of them prior to the initiation of a grievance. Once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude any party (the Union, the Employer or the Employee) from attempting to resolve the grievance informally at the appropriate level.

Step 1: The employee and/or the Union shall take up the grievance, in writing, with the employee's immediate supervisor within ten (10) business days from the date of the occurrence or when the employee or the Union knew or should have known of the occurrence. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the name of the grievant or grievants, the contract provisions allegedly violated, the basic facts, issues, or concerns giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The supervisor shall address the matter and shall respond, in writing, to the Steward and/or the employee within ten (10) business days after the receipt of the grievance.

Step 2: If the grievance has not been settled, or the supervisor has failed to respond, it may be presented in writing by the Union to the second level supervisor within ten (10) business days after the Step 1 response is due or received, whichever is sooner. The second level supervisor shall respond to the Union in writing within ten (10) business days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, or the supervisor has failed to respond, it may be presented in writing by the Union to the Attorney General or his/her designee within twenty (20) working days after the Step 2 response is due or received, whichever is sooner. The Attorney General or his/her designee, shall respond in writing to the Union within twenty (20) business days after receipt of the written grievance.

Step 4: If the grievance is still unresolved, or the Attorney General or his/her designee has failed to respond, the Union may by written notice request arbitration within twenty (20) business days after the reply at Step 3 is due or received whichever is sooner.

A grievance filed by the Union on a matter involving more than one division within OAG, may be filed with the Attorney General or his/her designee at Step 3. The grievance must be filed within ten (10) business days from the date of the occurrence giving rise to the grievance or

when the Union knew or should have known of the occurrence.

When mutually agreed by the parties, grievances on the same matter on behalf of two (2) or more employees may be processed as a single grievance for the purpose of resolving all the grievances.

A grievance filed by the Union which does not seek personal relief for a particular employee or a group of employees, but rather expresses the Union's disagreement with management's interpretation or application of the Agreement and which seeks an institutional remedy shall be filed at Step 3 within ten (10) business days from the date of the occurrence or when the Union knew or should have known of the occurrence to the extent reasonably possible.

A grievance filed by the Employer should be filed directly with the Union President within ten (10) business days from the date of the occurrence or when the Employer knew or should have known of the occurrence giving rise to the grievance. The Union President shall have ten (10) business days to respond. If the Employer's grievance is still unresolved, or the Union President or his/her designee has failed to respond, the Employer may by written notice request arbitration within twenty (20) business days after the Union's reply is due or received whichever is sooner.

A grievance concerning a continuing violation of this Agreement may be filed at any time during the existence of the alleged violation of this Agreement.

Section 6 - Selection of the Arbitrator

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union. The Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) calendar days after receipt of the list by both parties. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the FMCS guidelines unless modified by this Agreement.

Section 7 – Authority of the Arbitrator

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation or application of the express provisions of this Agreement at issue between the Union and the Employer consistent with applicable law and regulation. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer, subject to either party's appeal rights to the Public Employee Relations Board and the Superior Court of the District of Columbia.

Section 8 - Decision of the Arbitrator

The arbitrator shall be requested to render his/her decision in writing within thirty (30) calendar days after the conclusion of the arbitration hearing.

Section 9 - Expenses of the Arbitrator

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 10 - Time Off For Grievance Hearings

The employee, Union Steward and/or Union representative shall, upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 4 of Article 6 on Union Stewards.

Section 11 – Time Limits

All time limits following the initiation of any grievance set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if the request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and/or 2 of the procedure described in this Article.

Section 12 – Termination of Grievance

A grievance shall terminate when either party terminates its own grievance, when both parties consent or for failure to meet contractual time limits. The termination of a grievance shall not prejudice either party from reinstituting a grievance at a later date.

Section 13 - Exclusions

Matters not within the jurisdiction of the Employer will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

ARTICLE 30 DISCIPLINE AND DISCHARGE

Section 1 -- Disciplinary Actions

A. Assistant Attorneys General ("AAG") in the bargaining unit are appointed to serve the District of Columbia consistent with the provisions of the Legal Service Act. An AAG may be subject to disciplinary action, including reprimand, suspension (with or without pay), reduction in grade or step, or removal for unacceptable performance or for any reason that is not arbitrary or capricious. Disciplinary actions shall be processed in accordance with Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Employer shall provide the Employee with ten (10) calendar days advance notice, consistent with the notice provisions of Chapter 36 of the D.C. Personnel Regulations, of any proposed discipline, with the exception of summary removal. The proposed notice of discipline will also be sent to the Union.

B. Notwithstanding Section 1A herein, the Attorney General, may summarily suspend or remove a bargaining unit member, in accordance with Sections 1616 and 1617 of the DPM, when the employee's conduct:

1. Threatens the integrity of government operations;
2. Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or
3. Is detrimental to public health, safety, or welfare.

C. Upon request, an employee subject to any disciplinary action shall be allowed access to his or her officer, at a mutually agreeable time, to retrieve personal items.

D. If there is no appeal pursuant to the provisions herein, the Attorney General's decision shall be the final agency decision.

Section 2 -- Appeal Procedures

After the Attorney General issues an administrative decision in accordance with §3614, Chapter 36 of the D.C. Personnel Regulations, the Union, on behalf of the Employee, may appeal the Attorney General's suspensions of ten days or more, including demotions and terminations, within ten (10) business days of the Attorney General's decision. This time limit may be extended by mutual consent of the parties, but if not so extended, must be strictly observed. An appeal to the OEA shall stay the time limits for invoking a review by the Mayor under Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Attorney General's decision in connection with a suspension of less than ten days or any other corrective action is final and not subject to appeal.

Section 3 -- Stay of Disciplinary Action

The filing of an appeal shall not serve to stay or delay the effective date of the Attorney General's final administrative decision.

Section 4 -- Standard of Review and Authority of the OEA

A. The OEA Hearing Officer's jurisdiction and authority and opinion shall be confined exclusively to suspensions of ten days or more, and shall be an advisory decision concerning whether the Employer's decision to discipline is: (1) a result of the Employee's unacceptable performance, (2) for any reason that is not arbitrary or capricious in accordance with § 106.56(a) of the Legal Service Act, or (3) both.

B. The OEA Hearing Officer does not have authority to modify, amend, or rescind any disciplinary action or to impose any back-pay or other financial obligation on the Employer resulting from the disciplinary action.

Section 5 -- Time Limits

All time limits set forth, in this Article must be strictly observed. If the Union fails to pursue any step within the time limit then it shall have no further right to continue the appeal.

Section 6 -- Extension of Time Limits

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. However, if a party fails to pursue any step within the time limit, then he/she shall have no further right to continue the grievance. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if such request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and or 2 of the procedure described in this Article.

Section 7 -- Substitution of Binding Arbitration Procedures

In the event that the Council of the District of Columbia legislatively establishes a binding arbitration process concerning discipline and discharge for any unit employees in the Legal Service, the parties agree to reopen negotiations solely to rescind this Article to the extent of any conflict and incorporate the binding arbitration process into this Agreement to the maximum extent possible.

ARTICLE 31 SAVINGS CLAUSE

SECTION A

In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

SECTION B

The terms of this Agreement supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation covered herein for the term of this agreement.

ARTICLE 32

INCORPORATION OF COMPENSATION AGREEMENT TERMS

The terms and conditions of the Compensation Agreement between the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2013, through September 30, 2017, (Compensation Agreement), are incorporated by reference into this Agreement. The provisions of the Compensation Agreement shall control to the extent of any inconsistency.

ARTICLE 33 DURATION AND FINALITY

Section 1 -- Effective Date

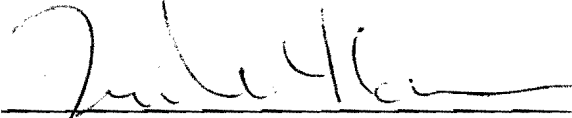
This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2017, or until a new non compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1- 617.17 (f)(1)(A)(i) (2012 Repl.).


Section 2 – Finality


This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated.

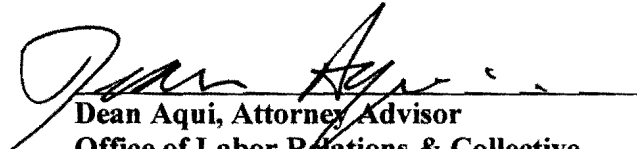
On this 16th day of April, 2014 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

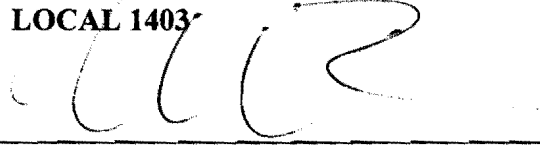

Irvin B. Nathan, Attorney General
Office of the Attorney General

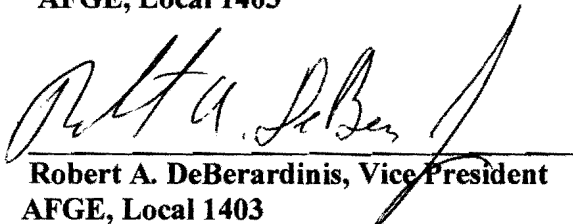

Nadine C. Wilburn,
Chief Counsel, Personnel, Labor &
Employment Division
Office of the Attorney General


Natasha Campbell, Director
Office of Labor Relations & Collective
Bargaining


Dean Aqui, Attorney Advisor
Office of Labor Relations & Collective
Bargaining

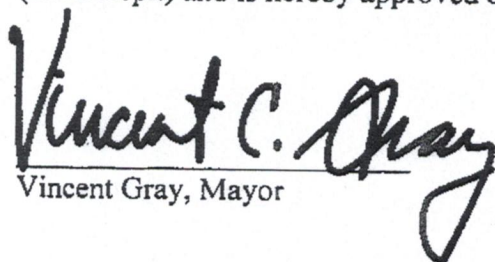
**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**


Shana Frost, Acting President
AFGE, Local 1403


Robert A. DeBerardinis, Vice President
AFGE, Local 1403

APPROVAL

This collective bargaining working conditions agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated _____, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 10th day of July 2013.


Vincent Gray, Mayor

COMPENSATION AGREEMENT

BETWEEN

THE OFFICE OF THE ATTORNEY GENERAL

AND

**THE AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1403,
AFL-CIO**

EFFECTIVE OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2017

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PREAMBLE

This Compensation Agreement (Agreement or Compensation Agreement) is entered into between the Office of the Attorney General and the American Federation of Government Employees, Local 1403, (Union) (herein after jointly referred to as the parties) the sole and exclusive collective bargaining representative of unit employees comprising Compensation Unit 33, as certified by the Public Employee Relations Board (PERB).

ARTICLE 1 -- RECOGNITION

AFGE Local 1403 is recognized as the sole and exclusive collective bargaining representative for the bargaining units set forth in PERB Certification No. 121 and PERB Certification No. 133.

ARTICLE 2 -- WAGES

	FY 2014	FY 2015	FY 2016	FY 2017
% Increase	1.5%	3%	3 %	3 %

SECTION A – FY 2014

The A-35 salary schedule for all bargaining unit employees will be increased by one and one half percent (1.5%) effective the first day of the first full pay period commencing on or after October 1, 2013. The Union has agreed to forego any adjustments coming from the District's Classification and Compensation initiative for the term of this Agreement.

Each employee who receives an "exceeds expectations" or substantially similar or higher rating for the evaluation period ending August 31, 2013, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2013, and in no event later than March 31, 2014. If Employer has not conducted a performance review for an employee by December 31, 2013, the employee shall be entitled to the bonus amount for FY 2014, established by the rating in the most recent annual performance evaluation, if any.

SECTION B -- FY 2015

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2014.

Each employee who receives an "exceeds expectations" or substantially similar or higher rating for the evaluation period ending August 31, 2014, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2014, and in no event later than March 31, 2015. If Employer has not conducted a performance review for an employee by December 31, 2014, the employee shall be entitled to the bonus amount for FY 2015, established by the rating in the most recent annual performance evaluation, if any.

SECTION C -- FY 2016

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2015.

Each employee who receives an "exceeds expectations" or substantially similar or higher rating for the evaluation period ending August 31, 2015, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2015, and in no event later than March 31, 2016. If Employer has not conducted a performance review for an employee by December 31, 2015, the employee shall be entitled to the bonus amount for FY 2016, established by the rating in the most recent annual performance evaluation, if any.

SECTION D -- FY 2017

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2016.

Each employee who receives an "exceeds expectations" or substantially similar or higher rating for the evaluation period ending August 31, 2016, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2016, and in no event later than March 31, 2017. If Employer has not conducted a performance review for an employee by December 31, 2016, the employee shall be entitled to the bonus amount for FY 2017, established by the rating in the most recent annual performance evaluation, if any.

SECTION E – Saturday and Holiday Pay

Effective FY 2015, attorneys who are required to work on Saturdays or holidays to provide court coverage will receive straight time pay for all hours worked. Disbursements for Saturday and holiday pay will not exceed \$65,000.00 for any fiscal year of this Agreement. After disbursements reach \$65,000.00 in any one fiscal year, attorneys who are required to work on Saturdays or holidays for the remainder of that fiscal year will receive compensatory time for the number of hours actually worked.

For the period of FY2014 that occurs after the effective date of this contract, all OAG attorneys who are required to work on Saturdays and holidays to provide court coverage shall receive compensatory time for the hours actually worked.

ARTICLE 3 -- BENEFITS COMMITTEE

SECTION A – General

The parties herein agree to establish a Benefits Committee. AFGE shall select two representatives to serve on the committee, at least one of whom shall have expertise in benefits, and the other of whom shall have such expertise or a demonstrated commitment to developing the necessary expertise. The District of Columbia Human Resources office shall appoint representatives with authority to serve on the committee. The Benefits Committee shall meet at least quarterly during the 24 month period immediately prior to the expiration of a benefits contract and have its first meeting within thirty (30) business days following the Council's approval of this Agreement.

SECTION B – Purpose

The purpose of the Benefits Committee shall be to address the benefits of employees in the Local 1403 bargaining unit and of other local unions that may join this committee and make recommendations to the Executive regarding those benefits. AFGE shall not have final decision making authority with regard to benefits. Differences in opinion arising from Benefits Committee meetings or the procurement process, including but not limited to vendor recommendations/selection and what benefits the District shall provide shall not be subject to grievance arbitration, or any bargained or statutory resolution process, unless an existing benefit is substantively modified or decreased. Arbitration is limited to interest arbitration to resolve conflicts resulting from the negotiation of successor collective bargaining agreements effective October 1, 2017, unless an existing benefit is substantively modified or decreased.

SECTION C -- Responsibilities

The members of the Benefits Committee shall be authorized to consider all matters that concern the benefits of employees represented by the Committee that are subject to mandatory bargaining between the parties. The Benefits Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Retirement, Optical, Life, Disability, Indemnity and Dental Insurance Plans.
2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life, Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2012 Repl.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitations for requests for qualifications or proposals and make recommendations to the contracting officer concerning the selection of providers following the receipt of any statements of qualifications or bids, consistent with Chapter 4 of the D.C. Official Code (2012 Repl.).
4. Following the receipt of statements of qualification or bids to select Health, Retirement, Optical, Life, Disability, Indemnity and Dental insurance providers, or any statements of qualification or bids for the addition of new benefits providers, the Union President shall be notified to identify no more than one individual from the Benefits Committee to participate in each RFQ or RFP selection process and that representative shall not have final decision-making authority. However, Management shall consider the comments of Benefits Committee members and the input of the individuals selected to participate in the RFP selection process in good faith in the decision-making process.
5. Explore issues concerning the workers' compensation system that affect employees consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2012 Repl.).
6. The Committee shall be notified by email of any alteration of existing benefits programs, and proposed additional benefit programs to determine the extent to which they impact employees. Upon notification, the Committee shall notify the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns any Committee member has regarding the impact on employees.

SECTION D – Maintenance of Benefits

Nothing herein shall be construed to reduce, modify or eliminate any benefits that bargaining unit members enjoyed prior to entering into this Agreement.

SECTION E – Additional Benefits

The parties agree that the establishment of this Benefits Committee does not limit or prohibit the parties to this Agreement from negotiating and agreeing to additional or modified benefits.

ARTICLE 4 -- BENEFITS

Except as otherwise provided in this Agreement, the Parties hereby incorporate the following specific benefits provided under the Compensation Agreement between the District of Columbia Government and Compensations Units 1 and 2, FY 2013 – FY 2017: Life Insurance; Health Insurance; Indemnity Insurance; Short and Long Term Disability Insurance; Optical and Dental Insurance; Annual, Sick and Other Leave; Pre-Tax Benefits; Retirement; Civil Services Retirement System; Defined Contribution; Deferred Compensation; as the applicable benefits for bargaining unit members covered by this Agreement.

Such benefits shall be amended or revised by any additional benefits negotiated and approved by the Benefits Committee established in Article 3, the City Council, and the Mayor with the express written consent of the Union for the duration of this Agreement.

SECTION A -- Life Insurance

1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2012 Repl.) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2012 Repl.) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2012 Repl.) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional \$2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set-forth in the schedule below:

Option A – Standard. Provides \$10,000 additional coverage. Cost determined by age.

Option B – Additional. Provides coverage up to five times the employee's annual salary. Cost determined by age and employee's salary.

Option C – Family. Provides \$10,000 coverage for the eligible spouse and \$10,000 for each eligible child; \$25,000 coverage for eligible spouse and \$10,000 for each eligible

child; or \$50,000 coverage for eligible spouse and \$10,000 for each eligible child. Cost determined by age.

The level of life insurance benefits provided to Employees covered under this Agreement shall not be decreased or revised during the term of this Agreement without the express advance written consent of the Union. The District shall provide life insurance coverage for employees hired on or after October 1, 1987 that shall provide a level of benefits as comparable to similarly situated employees.

Employees must contact their respective personnel office to enroll or make changes in their life insurance coverage.

SECTION B -- Health Insurance

1. Pursuant to D.C. Official Code § 1-621.02 (2012 Repl.), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance provided by the District of Columbia. Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. District employees are required to execute an enrollment form in order to participate in this program.

(a) The Employer may elect to provide additional health care providers for employees employed after September 1, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. If the Employer decides to expand the list of eligible providers, the Employer shall give Union representatives notice of the proposed additions.

(b) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The Employer shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code § 1-621.01 (2012 Repl.), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. The United States Office of personnel management administers this program.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Plan summaries and the full plans will be available on the DCHR website. Where the full plan is not posted a link to the plans will be provided on the DCHR website.