

### **SECTION C – Optical and Dental**

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Union representatives notice of the proposed additions.

### **SECTION D – Short and Long Term Disability**

1. Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short and Long Term Disability Insurance Programs, which provide for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

2. Short and Long Term Disability Benefit levels shall not be decreased or revised during the term of this Agreement without the express written consent of the Union.

3. The District may elect to provide additional Short and/or Long Term Disability coverage providers, provided that the addition of providers does not reduce or substantively modify the current level of benefits provided to employees. If the District decides to expand the list of eligible providers, the District shall give the Union advance notice of the proposed additions.

### **SECTION E – AFLAC**

Employer shall provide access to the AFLAC indemnity benefits currently in effect for Union employees.

### **SECTION F -- Annual Leave**

1. In accordance with D.C. Official Code §1-612.03 (2012 Repl.), full-time employees covered by the terms of this Agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three (3) years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-Time employees who work on a prearranged scheduled tour of duty are entitled to earn leave as provided above on a pro rata basis.

3. Employees shall be eligible to use annual leave in accordance with the District of Columbia Laws.

4. An employee's request to use annual leave shall not be unreasonably denied.

#### **SECTION G – Sick Leave**

1. In accordance with District of Columbia Code §1-612.03 (2012 Repl.), a full-time employee covered by the terms of this Agreement may accumulate up to thirteen (13) sick days which accrues on the basis of four hours for each full biweekly pay period, and may accumulate up to thirteen (13) days in a calendar year.

2. In the case of part-time employment, the rate at which leave accrues under this subsection shall be a percentage of the rate prescribed above which is determined by dividing 40 into the number of hours in the regularly scheduled work week of that employee during that fiscal year.

3. An employee may use sick leave to

(a) Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

(b) Provide care for a family member as a result of medical, dental, or optical examination or treatment;

(c) Provide care for a foster child or a prospective or newly adopted child in the employee's care; or

(d) Make any other use allowed by law.

4. An employee's request to take sick leave shall not be unreasonably denied.

## **SECTION H – Other Forms of Leave**

1. Military Leave: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m)(2012 Repl.).

2. Court Leave: An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government to the extent provided in D.C. Official Code §1-612.03(l) (2012 Repl.).

3. Funeral Leave:

(a) An employee is entitled to three (3) days of leave without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual, sick or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired. For purposes of this section "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code §32-701 (2012 Repl.) and related laws), parents and grandparents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof) and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. For the purpose of leave certification, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate within ten (10) business days of the Employer's request.

(b) An employee is entitled to three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service of a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code § 1-612.03(n) (2012 Repl.).

4. Administrative Closing – An employee who has previously scheduled leave for a day (or portion of a day) on which the District of Columbia or the Office of the Attorney General closes by order of the Mayor or the Attorney General shall not be charged leave for that day, or portion of the day, that the District agency is closed.

5. Back-to-School Leave – Subject to the discretion of an individual’s manager as described in this section, any employee who serves as the primary caregiver for a child enrolled in school, including pre-school, elementary school, middle or junior high school, or high school, may take 2 hours of excused leave (that is without charge to the employee’s leave balance) to assist his or her child in preparing for and traveling to the first day of school during the academic year. An employee’s individual manager shall make every effort to grant requests for excused absences on the first day; however, the granting of all such requests may not be feasible if it results in disruption of public services provided by the administration. Accordingly, when an employee cannot be granted an excused absence on his or her child’s first school day, he or she shall be given an excused absence of 2 hours during the first week of school or as soon thereafter as practicable, in order to assist his or her child in preparing for an attending school.

### **SECTION I -- Pre-Tax Benefits**

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2012 Repl.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

### **SECTION J – Retirement**

1. **CIVIL SERVICE RETIREMENT SYSTEM (CSRS):** As prescribed by 5 U.S.C. § 8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

- (a) Age 55 and 30 years of service;
- (b) Age 60 and 20 years of service;
- (c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

- (a) Age 50 and 20 years of service;
- (b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

2. **DEFINED CONTRIBUTION PENSION PLAN:** The District shall continue the Defined Contribution Pension Plan currently in effect which includes:

(a) All eligible employees hired by the District on or after October 1, 1987, shall be enrolled into the defined contribution pension plan as prescribed by D.C. Official Code § 1-626.09 (2012 Repl.).

(b) After the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan. There is no employee contribution to the Defined Contribution Pension Plan. After two years of plan participation, an employee is entitled to 20% of the account. After three years of plan participation, an employee is entitled to 40% of the account. After 4 years of plan participation, an employee is entitled to 60% of the account. An employee is fully vested after five years of plan participation and is entitled to 100% of the account.

3. **DEFERRED COMPENSATION PROGRAM:** All District employees covered by this Agreement shall be eligible to participate in the District's Deferred Compensation Program as currently described in Section 1-626.05 and related Chapters of the D.C. Official Code (2012 Repl.). The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees may choose from various fixed or variable rate investment options.

#### SECTION K – Holidays

1. The following legal public holidays are provided to all employees covered by this Agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) D.C. Emancipation Day, April 16<sup>th</sup> of each year;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;

- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year; and
- (k) Christmas Day, December 25th of each year.

2. Any other legal public holiday observed by the District and any other day declared a holiday for District workers by the President, Congress, or the Mayor will also be granted to employees covered by this Agreement (together, the holidays described in this section are referred to as Holidays throughout this Agreement). When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

#### **SECTION L – Benefits Levels**

The level of benefits shall not be decreased or revised during the term of this Agreement without the express written consent of the Union.

### **ARTICLE 5 COMPENSATORY TIME**

A lawyer who is required to work one or more hours outside his or her normal work hours may request an equal amount of compensatory time from his or her supervisor. If the request is granted, the time will be recorded on the employee's records and may be used, in the same manner that annual leave is used. Compensatory time may only be approved for working at scheduled or special events outside an employee's regular work hours, travel time outside normal work hours, and extraordinary assignments. Compensatory time will not be approved to allow an employee to complete regular assignments. Regular assignments are preparation for trials, drafting motions and responses to motions, including but not limited to, Motions for Temporary Restraining Orders, Motions for Preliminary Injunctions, and any other daily tasks performed by attorneys. Compensatory time will not be provided if additional work beyond the regular work day has resulted from the employee's inefficient use of time during the regular work day. Compensatory time credit should be requested by an employee before the work is performed whenever possible. The decision to grant an employee compensatory time is at the discretion of management. Employees may not carry more than 24 hours of compensatory time for more than 2 successive pay periods. In no event will an employee be entitled to pay in lieu of compensatory time, except as expressly provided elsewhere in this Agreement.

## **ARTICLE 6**

### **PROFESSIONAL MEMBERSHIPS**

During the course of each fiscal year, the Employer shall provide a total of one (1) day of administrative leave (8 hours or the hourly work day for Employee) to any Employee who uses his/her out-of-State bar license by entering his or her appearance on behalf of the District of Columbia or individuals acting within the scope of their employment in any proceeding outside the District of Columbia. The use of administrative leave must be approved by the Employee's supervisor, which shall not be unreasonably withheld, and must be used no later than the last day of the fiscal year or 30 days after the Employee uses his/her out-of-State bar license, whichever is later.

## **ARTICLE 7**

### **MONTHLY TRANSIT SUBSIDY**

Beginning the first full pay period on or after Council approval, the District of Columbia Government shall subsidize the cost of monthly transit for personal use by employees by twenty-five dollars (\$25.00) per month for actual transportation expenses incurred by employees who commute to and from work.

## **ARTICLE 8**

### **MILEAGE ALLOWANCE METRO REIMBURSEMENT AND ACCESS TO OFFICIAL GOVERNMENT VEHICLES AND TRANSPORTATION**

#### SECTION A – Parking Spaces

Three (3) parking spaces shall be set aside from among those allocated to the Office of the Attorney General in the underground parking garage at 441 4th St., NW, Washington, D.C. for use by bargaining unit members as determined by the Union. The parking spaces shall be funded by the Union. The parking rate payable by the Union will not exceed the rate applicable to the parking spaces allocated to the Office of the Attorney General. The Union, within its sole discretion, may utilize one or more of its allocated spaces from time to time to provide short term parking for its members. Upon request, the Union shall notify the Employer which employees are authorized to use the Union parking spaces.

#### SECTION B – Mileage Allowance

The parties agree that the mileage allowance established by the U.S. General Services Administration for authorized Federal Government travel shall be the reimbursement rate for Union employees authorized to use their personal vehicles for official District of Columbia business. To receive such allowance, authorization by Employer must be received in advance of the employees' travel. Employees shall use the appropriate District Form to document mileage and timely request reimbursement.

## SECTION C – Use of Personal Vehicles

1. Employees who are authorized and are within the scope of employment while using their personal vehicle for official business are covered by the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2012 Repl.)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

## SECTION D – Reimbursement for Use of Personal Vehicles

In the event it becomes necessary for employees to use their personal vehicle for official government business, employees shall obtain prior approval from his/her immediate supervisor and shall be reimbursed for mileage and parking incurred consistent with District of Columbia rules, regulations and orders.

## SECTION E- Reimbursement for Taxicab Expenses

Employees who must travel by taxicab for official government business to a destination that is not accessible by Metro shall be reimbursed for their travel, provided that they receive prior authorization from an immediate supervisor for reimbursement.

## SECTION F – Metro Fare Cards

Upon request, Employer shall provide metro fare cards in electronic form to employees for official government travel within the WMATA system. The metro fare card value shall be equivalent to the cost of travel at the time of day during which the employee travels.

## SECTION G – Availability of Fleet Vehicles

Upon prior approval by an immediate supervisor, management shall facilitate the request for a Department of Public Works fleet vehicle and to the extent available, Employees may use the vehicle for official government business at no charge to the Employee.

# **ARTICLE 9 SICK LEAVE INCENTIVE PROGRAM**

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:



## SECTION A – Accrual

A full time employee who is in a pay status for the leave year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

## SECTION B – Employees in a Non-pay Status

Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this Article. Sick leave usage for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for incentive leave under this Article.

## SECTION C – Procedure for Use of Time Accrued

Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

## SECTION D – Use of Time Accrued

All incentive days must be used in full-day increments following the leave year in which they were earned. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

## SECTION E – Part Time Employees

Part-time employees are not eligible for the sick leave incentive as provided in this Article.

**ARTICLE 10**  
**ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT**

**SECTION A – Payment for Annual Leave/Compensatory Time**

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations for the District of Columbia Government shall receive payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

**SECTION B -- Computation**

The lump-sum payment shall be computed on the basis of the employee's hourly pay rate at the time of separation.

**ARTICLE 11**  
**BACK PAY**

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets. Employer shall submit the SF-52 and all other required documentation to the Department of Human Resources or the Office of Pay and Retirement Services within thirty (30) days following receipt from the employee of relevant documentation.

**ARTICLE 12**  
**WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS**

The within-grade waiting periods on the A-35 salary scale for step advancement for bargaining unit employees with a prearranged regularly scheduled tour of duty are as follows:

1. Steps 2, 3, 4 and 5: fifty-two (52) calendar weeks of creditable service;
2. Steps 6, 7, 8, 9 and 10: one hundred and four (104) calendar weeks of creditable service.

**ARTICLE 13**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

Grievance procedures shall be determined by the terms and conditions of Article 30 in the Non Compensation Agreement.

## **ARTICLE 14 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 compensation covered herein for the term of this agreement.

## **ARTICLE 15 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 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 compensation issues that were or could have been negotiated.

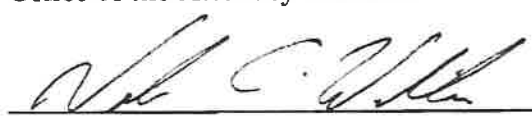
**ARTICLE 16  
INCORPORATION OF NON COMPENSATION AGREEMENT**

The terms and conditions of the Non 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 (Non Compensation Agreement), are incorporated herein by reference into this Agreement. The provisions of this Compensation Agreement shall control to the extent of any inconsistency.


On this 28<sup>th</sup> day of March, 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  
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 agreement between the District of Columbia and Compensation Unit 33, dated 28 March 2014 has been reviewed in accordance with §1-617.15 of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 24 day of June 2014.

  
\_\_\_\_\_  
Vincent Gray, Mayor



Mayor's Office of Legal Counsel  
Executive Office of Mayor Muriel Bowser  
The Wilson Building | 1350 Pennsylvania Ave, NW | Suite 407 | Washington, DC 20004

May 31, 2016

Dear Agency Director:

The American Federation of Government Employees (AFGE), Local 1403 represents the nonsupervisory attorneys within your agency. AFGE Local 1403 has presented its demand to bargain these attorneys' compensation and working conditions.

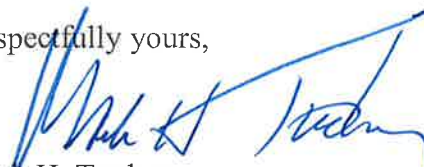
As you may know, District law established the Mayor's Office of Legal Counsel (MOLC). The MOLC is responsible, in relevant part, for "coordinating the hiring, compensation, training, and resolution of significant personnel-related issues for subordinate agency counsel in conjunction with agency directors."<sup>1</sup> To that end, the Mayor has asked the MOLC to serve as her representative (along with the Office of Labor Relations and Collective Bargaining (OLRCB)) in upcoming collective bargaining with AFGE Local 1403.

We seek your input in drafting a collective bargaining agreement that governs your nonsupervisory attorneys. To that end, please find attached a copy of the compensation collective bargaining agreement that currently covers your nonsupervisory attorneys. Please also find attached a copy of the non-compensation collective bargaining agreement that is applicable to unionized attorneys employed by the Office of the Attorney General (OAG). We recognize that your agency varies in size and function from the OAG and that several contractual provisions that may work at the OAG may not work in your agency. Accordingly, we kindly ask that you review both agreements to determine (1) specific provisions that you would like amended or removed in an agreement covering your nonsupervisory attorneys; and (2) contractual programs and policies that could and could not work at your agency, as we want to ensure the interests of your agency and its general counsel office are advanced.

Please submit your input not later than June 20, 2016, to the Director of the OLRCB, Lionel C. Sims, Jr., Esq. His email address is [lionel.sims@dc.gov](mailto:lionel.sims@dc.gov). We will compile your input and incorporate it into draft proposals.

We look forward to working with you in preparing a collective bargaining agreement that best serves your agency needs. Please let me know if you have any questions or concerns.

Respectfully yours,



Mark H. Tuohey  
Director

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<sup>1</sup> D.C. Official Code § 1-608.51a.



Mayor's Office of Legal Counsel  
Executive Office of Mayor Muriel Bowser  
The Wilson Building | 1350 Pennsylvania Ave, NW | Suite 407 | Washington, DC 20004

cc: Rashad Young  
Lionel Sims  
Ronald R. Ross

**COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA GOVERNMENT**

**AND**

**COMPENSATION UNITS 1 AND 2**

**EFFECTIVE APRIL 1, 2013 – SEPTEMBER 30, 2017**



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## **PREAMBLE**

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing units of employees comprising Compensation Units 1 and 2, as certified by the Public Employee Relations Board (PERB).

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as required by law.

## **ARTICLE 1 WAGES**

### **SECTION A: FISCAL YEAR 2013:**

Effective the first day of the first full pay period beginning on or after April 1, 2013, the FY 2013 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

### **SECTION B: FISCAL YEAR 2014:**

The Parties agree that the District shall set aside the amount equivalent to 1.5% of the total salaries for Compensation Units 1 and 2, as of November 19, 2012, to be used to implement any compensation adjustment required by the Classification and Compensation and Reform Project.

### **SECTION C: FISCAL YEAR 2015:**

Effective the first day of the first full pay period beginning on or after October 1, 2014, the FY 2015 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

### **SECTION D: FISCAL YEAR 2016:**

Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2016 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3%.

**SECTION E:        FISCAL YEAR 2017:**

Effective the first day of the first full pay period beginning on or after October 1, 2016, the FY 2017 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3%.

**ARTICLE 2  
METRO PASS**

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty five (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

**ARTICLE 3  
PRE-PAID LEGAL PLAN**

**SECTION A:**

The Employer shall make a monthly contribution of ten dollars (\$10.00) for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make monthly contributions directly to the designated provider of the legal services program.

**SECTION B:**

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

**SECTION C:**

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

#### **SECTION D:**

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

#### **SECTION E:**

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

### **ARTICLE 4 DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM**

#### **SECTION A:**

The Parties shall continue the Joint Labor-Management Taskforce on Employee Housing.

#### **SECTION B:**

Pursuant to the DPM, Part 1, Chapter 3 §301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District of Columbia, a joint Labor-Management Task Force on Employee Housing was established during previous negotiations with Compensation Units 1 & 2. The Taskforce strives to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Taskforce collaborates with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for bargaining unit employees, who have been employed by the District Government for at least one year.

#### **SECTION C:**

The parties agree that \$500,000.00 will be set aside to be used toward Negotiated employee Assistance Home Purchase Program (NEAHP) for the duration of the Agreement. If at any time, the funds set aside have been depleted, the Parties will promptly convene negotiations to provide additional funds for the program.

#### **SECTION D:**

Any funds set aside in Fiscal Years 2014, 2015, 2016 and 2017 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2014 – FY 2017.

### **ARTICLE 5 BENEFITS COMMITTEE**

#### **SECTION A:**

The parties agree to continue their participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2. The Benefits Committee shall meet quarterly, in January, April, July and October of each year.

#### **SECTION B: RESPONSIBILITIES:**

The Parties shall be authorized to consider all matters that concern the benefits of employees in Compensation Units 1 and 2 that are subject to mandatory bargaining between the parties. The Parties shall be empowered to address such matters only to the extent granted by the Unions in Compensation Units 1 and 2 and the District of Columbia Government. The parties agree to apply a system of expedited arbitration if necessary to resolve issues that are subject to mandatory bargaining. The Committee may, by consensus, discuss and consider other benefit issues that are not mandatory bargaining subjects.

#### **SECTION C:**

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).

4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.
5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).
6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units 1 and 2.

## **ARTICLE 6 BENEFITS**

### **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 (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) 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 (2001 Edition) 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 \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

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

#### **SECTION B: HEALTH INSURANCE:**

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), 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. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees

and union representatives are entitled to review copies of the actual plan description upon advance request.

**SECTION C: OPTICAL AND DENTAL:**

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

**SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM**

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short-Term Disability Insurance Program, which provides for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

**SECTION E: ANNUAL LEAVE:**

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.



3. Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

**SECTION F: SICK LEAVE:**

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

**SECTION G: OTHER FORMS OF LEAVE:**

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code §1-612.03(l) (2001 Edition).

3. **Funeral Leave:**

a. An employee is entitled to two (2) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.

b. For the purpose of this section "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" (as defined in D.C. Official Code §32-701 (2001 edition), and related laws), and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.