

Step 4: If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Office of the Director or his/her designated representative, in writing within fifteen (15) working days after the Step 3 response is due or received, whichever is sooner. The office of the Director, or his/her designated representative shall respond in writing (with a copy to the Local President) within fifteen (15) working days after the receipt of the written grievance and a copy to the Office of Labor Relations and Collective Bargaining.

Step 5: If the grievance is still unresolved, the Union may by written notice request arbitration within twenty (20) days after the reply at Step 4 is due or received, whichever is sooner.

Section 3 - Union Participation:

A. The Employer shall notify the Union in writing of all grievances filed by the employees, all grievance hearings and determinations when such employees present grievances without the Union. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance hearings.

B. Any grievance of a general nature affecting a large group of employees and which concerns the misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement shall be filed at the option of the Union at the Step or level of supervision where the grievance originates without resorting to previous steps.

Section 4 - Who May Grieve:

Either an employee or the Union may raise a grievance, and if raised by the employee, the Union may associate itself therewith at any time if the employee so desires. Whenever the Union shall raise or is associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, the employee may not thereafter raise the grievance him/herself, and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently.

Section 5 - Selection of the Arbitrator:

A. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer, through the Office of Labor Relations and Collective Bargaining, and by the Union as soon as possible after notice of intent to arbitrate is received. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) days after receipt of the list by both parties.

B. 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 American Arbitration Association guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing.

Section 7 - 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 make copies available without charge to the other party and the arbitrator.

Section 8 - 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 3 of Article 6 on Union Stewards.

Section 9 – 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.

Section 10:

Matters not within the jurisdiction of the department/agency 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.

Section 11:

A. The parties agree that a process of grievance mediation may facilitate satisfactory solutions to grievances prior to arbitration. Therefore, on an experimental basis and when mutually agreed to by the parties, a mediator may be selected and utilized to facilitate settlements. The mediator may not impose a settlement on the parties, and any settlement reached will not be precedential unless otherwise agreed to by the parties on a case-by-case basis.

B. Grievances may be combined for the purpose of mediation upon mutual agreement by the parties.

ARTICLE 23
EMPLOYEE RIGHTS

Employees of the Unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Except as expressly provided herein, the freedom shall be recognized as extending 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.

ARTICLE 24
NEW TECHNOLOGY AND EQUIPMENT

Section 1:

Whenever new equipment or technological changes will significantly affect operations, the Employer shall provide notice to the Union at least 60 days in advance. This time limit does not apply to the introduction of equipment or technological changes on an experimental basis. When the Employer introduces such equipment or technological changes on an experimental basis the Employer will notify the Union upon introduction as where the experiment is being conducted and its nature and intended duration and will provide 60 days notice if the experiment is to be instituted permanently.

Section 2:

The Employer shall provide any reasonable training for affected employees to acquire the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours, when reasonably available. The Employer shall bear the expense of the training.

Section 3:

If training is required by the Agency for employment and the training is held outside the employee's normal tour of duty, the employee shall receive compensatory time.

ARTICLE 25
JOB DESCRIPTIONS

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description.

ARTICLE 26
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher 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.

ARTICLE 27
DURATION AND FINALITY

Section 1 - Duration of Agreement:

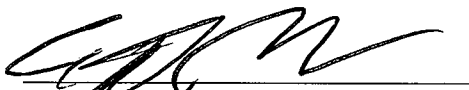
This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Official Code, 2001 Edition). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30th day of September, 2010. Should either party desire to renegotiate, renew, extend or modify this Contract, notice will be given in writing in accordance with the requirements of the Comprehensive Merit Personnel Act. This Agreement shall remain in full force and effect during the period of negotiations.

Section 2 - Finality:

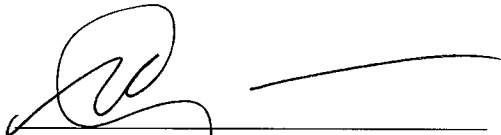
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.

On this _____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



Edward Reiskin
Interim City Administrator/
Deputy Mayor for Public Safety
And Justice

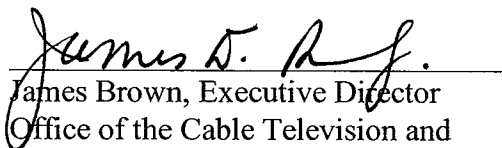


Natasha Campbell, Esq.
Supervisory Attorney Advisor
Office of Labor Relations
and Collective Bargaining

Carol Mitten, Director
Office of Property Management

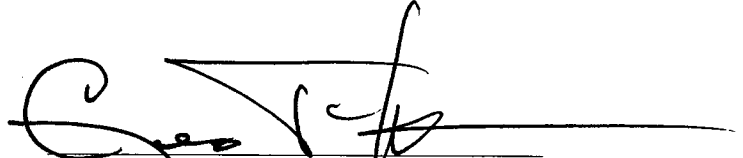


Benita Anderson, Labor Liaison
Office of Property Management

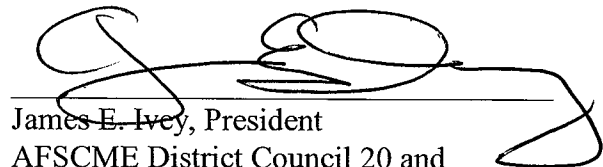


James Brown, Executive Director
Office of the Cable Television and
Telecommunications

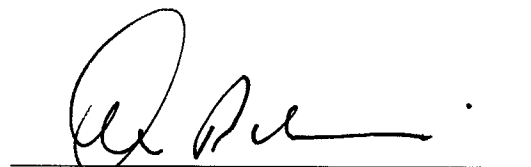
**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**



Geo T. Johnson, Executive Director
AFSCME District Council 20



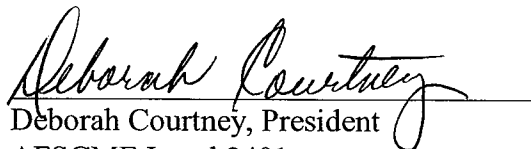
James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091



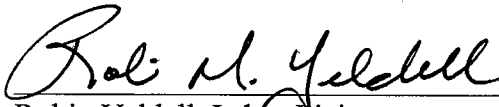
Al Bilik, Executive Assistant
AFSCME District Council 20




Brenda Featherstone, President
AFSCME Local 1200



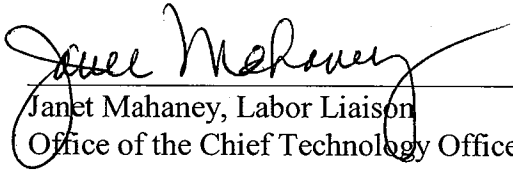
Deborah Courtney, President
AFSCME Local 2401



Robin Yeldell, Labor Liaison
Office of Cable Television and
Technology



Suzanne Peck, Chief Technology Officer
Office of the Chief Technology Officer



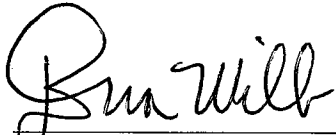
Janet Mahaney, Labor Liaison
Office of the Chief Technology Officer



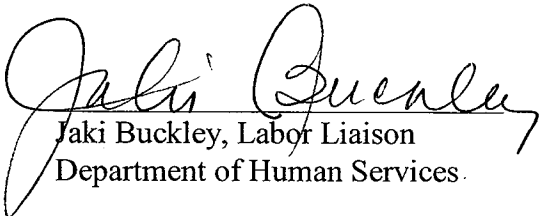
William Howland, Director
Department of Public Works



Bertha Guerra, Labor Liaison
Department of Public Works



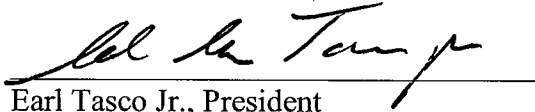
Brian Wilbon, Interim Director
Department of Human Services



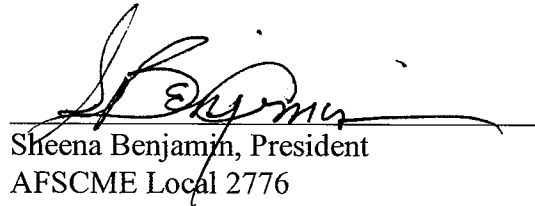
Jaki Buckley, Labor Liaison
Department of Human Services



Cliff Dedrick, President
AFSCME Local 2743

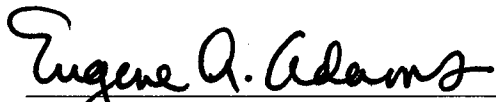


Earl Tasco Jr., President
AFSCME Local 2092

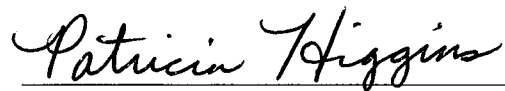


Sheena Benjamin, President
AFSCME Local 2776

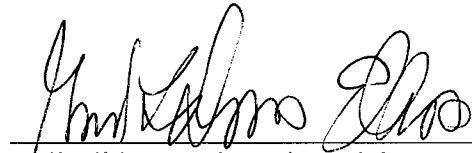



Eugene Adams, Acting Attorney General

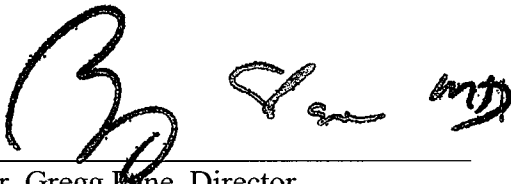
Office of the Attorney General



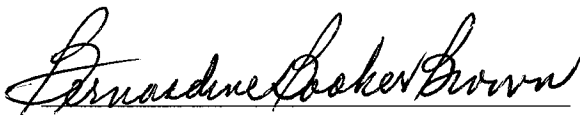
Patricia Higgins, Labor Liaison
Department of Health



Gail Elkins Davis, Labor Liaison
Office of the Attorney General



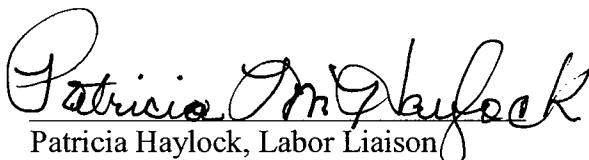
Dr. Gregg Kane, Director
Department of Health



Bernadine Booker-Brown, Labor Liaison
Department of Health



Thomas Hampton, ~~Director~~ *Commissioner*
Department of Insurance, Securities
and Banking



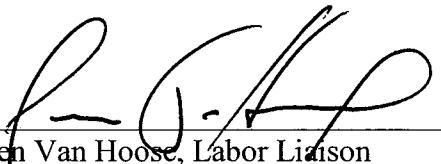
Patricia Haylock, Labor Liaison
Department of Insurance, Securities
and Banking

Dr. Patrick Canavan, Director
Department of Consumer and
Regulatory Affairs

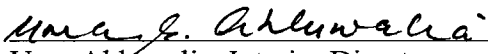
Deborah Bonsack, Labor Liaison
Department of Consumer and
Regulatory Affairs



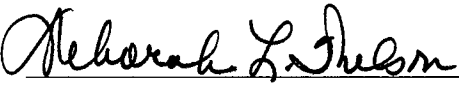
Dr. Natwar Gandhi, Chief Financial Officer
Office of the Chief Financial Officer



Ben Van Hoose, Labor Liaison
Office of the Chief Financial Officer



Uma Ahluwalia, Interim Director
Child and Family Services Agency



Debra Wilson, Labor Liaison
Child and Family Services Agency

**DEPARTMENT OF HUMAN SERVICES AND THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2401**

PARTIES

The parties to this Supplemental Agreement and Attachment to the Master Agreement between the American Federation of State, County and Municipal Employees (AFSCME), District of Columbia Council 20, AFL-CIO and the District of Columbia Government” are AFSCME, Local 2401 and District of Columbia agencies under the personnel authority of the Mayor that have collective bargaining units for which AFSCME, Local 2401 is the certified exclusive collective bargaining representative.

CASELOAD SIZE AND COVERAGE

Unmanageable caseloads and workloads in social service programs are a national problem, which has led to worker burnout, high turnover rates and service gaps for clients. Although, the Union recognizes the Agency's obligation to provide the optimum level of service to all eligible residents of the District of Columbia, consistent with statutory and court-mandated obligations; and to accomplish this within the budgetary and manpower resources which are available for that purpose, the Parties agree that a joint labor-management effort is appropriate to address this problem and the impact on the employees represented by AFSCME, Local 2401.

Accordingly, the parties agree to establish a joint labor-management committee to examine caseload size and coverage and the impact of workload assignments on bargaining unit employees. The committee shall explore solutions to the problem of unmanageable caseloads within the Department of Human Services (DHS) and Office of the Attorney General, Child Support Division and consider issues related to caseload size and coverage in agencies providing direct service delivery and those focusing on oversight or monitoring functions. Membership on the committee shall be determined and appointed by the parties but shall include individuals who have a working knowledge of the issues to be examined by the committee.

The parties agree that the committee shall:

1. Focus immediate attention on the DHS, Income Maintenance Agency;
2. Determine relevant comparisons for analysis of the District's caseload issues, e.g. national standards in relevant program areas, studies and reports, guidance of relevant industry associations and governing bodies;

3. Seek the participation and assistance of the Child and Family Service Agency.
4. Recommend maximum caseload assignments that will allow employees to effectively perform their job responsibilities.

Within one year of its establishment, the committee shall issue its report and recommendations for a joint labor-management strategy for a long-term solution to the issue of unmanageable caseloads. During the initial year, the committee shall also explore the implementation of pilot programs within relevant agencies to as a means of developing more immediate options for addressing impacts on employees while allowing agencies to provide the optimum level of service to all eligible residents of the District of Columbia, within the budgetary and manpower resources, that include reasonable, obtainable performance requirements for bargaining unit employees.

This provision shall not be interpreted, in any way, to preclude management from assigning work or assigning employees. Rather, this provision represents the parties' joint commitment to work collaboratively to accomplish agency mission requirements and strategic plan goals, while recognizing the rights of employees and their desire for reasonable terms and conditions of employment.

OFFICIAL TRAVEL

The Employer agrees to provide and maintain vehicles for all field related duties in safe operating condition, and to present them for D.C. Safety Inspection at the prescribed time.

Management shall reimburse its employees for expenses incurred for official travel. Employees who have official approval to use their personnel vehicles for agency business shall be paid in accordance with the Compensation Agreement between the District of Columbia and Compensation Units 1 and 2. Reimbursement will be paid directly to the employee with a reasonable time after said expenses have been properly vouchered by said employee.

REST PERIODS

When an employee is required to work two (2) consecutive eight (8) hour shifts, the employee shall be afforded fifteen (15) minutes after the first shift and before the second shift providing there is no interruption of client services.

SAFETY COMMITTEE

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons

of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the agency representatives. The Safety Committee shall:

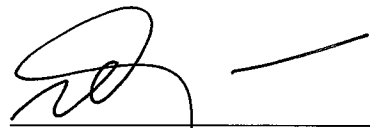
1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;
2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;
3. Make recommendations to the Office of Risk Management and the department/agency heads; and,
4. Receive appropriate health and safety training.

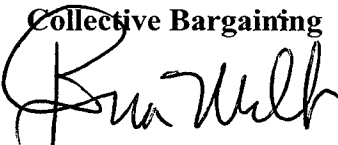
B. Final reports or responses from agency/department heads (or designees) shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.

C. Safety Committees may be reorganized upon agreement of both parties.

On this ____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.


**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**




Natasha Campbell
Supervisory Attorney Advisor
Office of Labor Relations and
Collective Bargaining

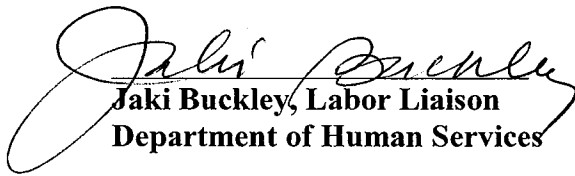
Brian Wilton, Interim Director
Office of Human Services

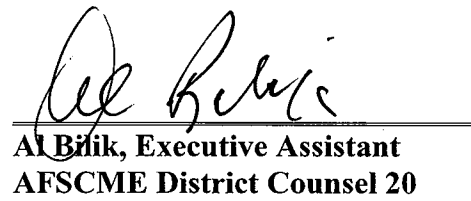
**FOR THE AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL**

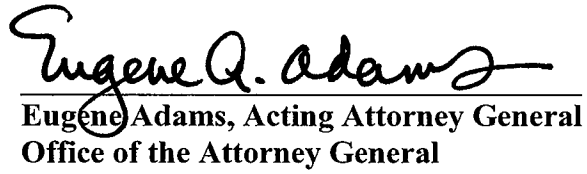


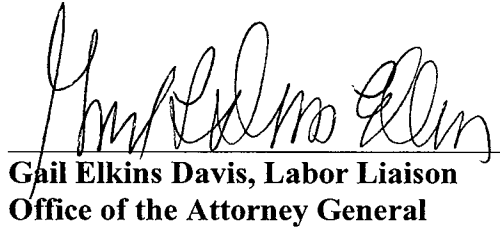
Geo. T. Johnson,
Executive Director, AFSCME,
District Council 20

Deborah Courtney, President
AFSCME, Local 2401


Jaki Buckley, Labor Liaison
Department of Human Services


Al Bilik, Executive Assistant
AFSCME District Counsel 20


Eugene Adams, Acting Attorney General
Office of the Attorney General


Gail Elkins Davis, Labor Liaison
Office of the Attorney General

**ATTACHMENT NO. 11
TO MASTER AGREEMENT
BETWEEN THE
GOVERNMENT OF THE DISTRICT OF COLUMBIA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
COVERING THE
DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS EMPLOYEES
IN THE BARGAINING UNIT REPRESENTED BY
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
LOCAL 2091**

**ARTICLE 1
RECOGNITION**

The Parties shall file Joint Petitions with the Public Employee Relations Board ("PERB") to clarify and correct unit certifications, which are inaccurate, or confusing as a result of Agency reorganizations, realignments or name changes. Prior to filing of the joint petitions, the Parties shall confer on the revised unit descriptions.

**ARTICLE 2
REST PERIODS**

All employees working eight (8) hour shifts shall be provided a fifteen (15) minute rest period for each half shift or four (4) hours worked to be scheduled by the supervisor to insure continuity of operations. Where possible, rest periods shall be scheduled at the middle of each half-shift or four (4) hours. The same principle shall apply for overtime worked beyond the regular shift except that the employee need work only one (1) or more hours to qualify for the fifteen (15) minute overtime rest period. Where possible, this initial overtime rest period shall be granted prior to the overtime work. The employee shall be given a fifteen (15) minute rest period for every four (4) hours or major portion thereof worked.

**ARTICLE 3
CLEAN-UP TIME**

Employees working eight (8) hour shifts shall be granted a fifteen (15) minute personal clean-up time prior to the end of the shift or prior to the end of overtime.

ARTICLE 4

ICE MACHINES AND WATER COOLERS

Section 1: The Employer agrees to furnish and maintain water coolers, ice machines, and cups wherever and whenever necessary. The Employer agrees to service and keep all water coolers, ice machines and drinking fountains in proper working condition.

Section 2: The Employer agrees to provide a stove or microwave and a refrigerator, at all permanent locations for employees' use. The Employer shall maintain stoves, microwaves and refrigerators in good working order subject to normal wear and tear.

ARTICLE 5

SAFETY COMMITTEES

Section 1: A Safety Committee comprised of five (5) representatives from AFSCME Local 2091 and five (5) representatives from the District are hereby established in the Department Solid Waste Management Administration. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons of the Committee. The Safety Committee shall:

- A.** Meet on a monthly basis unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings the parties shall submit issues for the agenda. A final agenda must be submitted at least five (5) days in advance of the meeting.
- B.** Conduct safety surveys, consider training needs and make recommendations to the Agency; and,
- C.** Consult with and advise department/agency safety officer and head; and
- D.** Cooperate with the Office of Risk Management.

Section 2: Final reports shall be provided to the Safety Committee on all safety matters initiated by the Committee.

Section 3: The Safety Committee may be reorganized upon agreement of both parties.

ARTICLE 6

OVERTIME

Section 1: Management retains the unfettered right to determine necessary job requirements for assignments and to determine the employees who are eligible to work the assignments.

Section 2: Where management determines that employees are equally capable to perform overtime assignments, assignments will be offered to employees on a volunteer basis and distributed equitably among those employees.

Section 3: A list shall be posted for employees to sign up for overtime hours. For work on a Saturday after a Holiday, the list shall be posted for at least five days, two weeks prior to the Holiday. The employee must be present to sign his/her own name on the list. Management will not arbitrarily deny employees overtime. If an employee who volunteers is denied overtime, the supervisor shall notify the employee of the denial.

Section 4: Based on operational demands and/or emergencies when it becomes necessary for management to order mandatory overtime, prior to assigning employees, management will first attempt to request volunteers. If there is an insufficient number of volunteers, mandatory assignments shall be made equitably from among all qualified employees on a reverse seniority basis. For work on a Saturday after a Holiday, the list of mandatory assignments shall be posted at least five days prior to the Holiday.

Section 5: To be eligible for an overtime assignment employees must be able to perform the duties of the assignment as determined by management. Any employee who volunteers and is subsequently assigned to report for duty or is given a mandatory work assignment beyond normal work hours, but fails to report, shall be considered absent without leave (AWOL) and may be disciplined accordingly.

ARTICLE 7 EQUIPMENT AND TOOLS

Section 1: Employees shall be responsible for all equipment and tools issued to the employee by Management or signed out by the employee for temporary use. It shall be the responsibility of each employee to maintain tools and equipment in good working order and to notify management of the need to repair and/or service tools and equipment.

Section 2: Employees may be charged for lost tools and equipment or for loss or damages that result from the failure of an employee to make reasonable efforts to prevent such loss of damage.

Section 3: Employees may submit tools and equipment for replacement based upon a determination that the items are unserviceable; provided that the tools and/or equipment submitted for replacement is an item issued by the Department to the employee. Management shall determine serviceability of the items and establish the procedure to be used by employees to request replacements.

ARTICLE 8 UNIFORMS

Section 1: Employees assigned to the Solid Waste Education and Enforcement Program whose duties require uniforms shall be issued five (5) pairs of pants; five (5) long sleeve shirts; five (5) short sleeve shirts; five (5) winter polo shirts; five (5) summer polo shirts; one (1) pair safety shoes; one (1) raincoat or rain suit; and one (1) winter jacket.

Section 2: All other employees whose duties require uniforms, shall be issued eleven (11) basic uniforms (including shirts, pants and/or coveralls); one (1) set of thermal coveralls for employees who work outside; one (1) light jacket with zip-in lining; one (1) pair safety shoes; one (1) raincoat or rain suit. If appropriate, employees will also be issued one (1) safety vest; one (1) pair of safety goggles and one (1) back brace.

Section 3: Employees issued uniforms and safety equipment are required to wear uniforms and safety equipment on duty.

Section 4: Employees terminating their employment must return all uniforms and safety equipment to the General Foreman prior to receiving their final paycheck.

Section 5: Each employee shall be responsible for the care and upkeep of issued uniforms and safety equipment. Employees may be charged for lost uniforms and equipment or for loss or damages that results from the failure of an employee to make reasonable efforts to prevent such loss or damage.

Section 6: Employees may submit uniform items, including shoes (worn out) or safety equipment for replacement based upon a determination that the items are unserviceable; provided that the uniform and or equipment submitted for replacement is an item issued by the Department to the employee, as described above. The Uniform Committee shall determine serviceability of the items and establish the procedure to be used by employees to request replacements. Requests for replacement shall be submitted to the supervisor.

Section 7: At the request of the employee, the Uniform Committee will consider additional uniforms or protective equipment for employees engaging in brazing, welding, cutting, snow detail, or environmental hazards.

Section 8: Employees assigned to collection of dead animals will be provided appropriate equipment for protection. The Union may recommend new protective equipment and modifications to existing equipment for consideration by the Employer. The Employer shall provide and maintain in working order appropriately refrigerated vehicles used in dead animal collection.

ARTICLE 9

TRASH COLLECTION ROUTE MONITORING

On an as needed basis, the Parties shall form a joint labor-management work group to monitor trash collection routes by: (1) investigating complaints concerning inequities in route structure and (2) recommending to management necessary adjustments for implementation with supporting justification. Reports and recommendations will be a matter of record. The Union shall appoint no more than two employees to the route monitoring work group. An employee designated by the Union must be intimately familiar with the issues being studied. After completion of route inspections or other assigned committee duties, employees will return to their regularly assigned duties. If necessary, the employee shall be furnished transportation by the Employer to perform assigned route monitoring functions.

ARTICLE 10

REFUSE COLLECTION

Section 1 - Refuse Collection: Each workday employees assigned to a refuse collection crew shall be responsible for the satisfactory completion of a scheduled route or task. Upon satisfactory completion of a scheduled route or task, employees shall be considered to have completed their day. If more than eight (8) hours are required to satisfactory complete a scheduled route, the employees shall be compensated for the total number of hours worked. Notwithstanding the above, no crew shall be required to collect more than four (4) loads using a 16-Cubic Yard packer vehicle. A refuse collection crew shall be composed of a crew chief/motor vehicle operator and two sanitation work collectors.

Section 2: Each workday employees assigned to a refuse collection crew shall be responsible for the satisfactory completion of a scheduled route or task.

Section 3: The daily task for employees engaged in the collection of refuse means the satisfactory completion of a refuse collection route by a crew using the following work standards:

- A. All containerized and non-containerized refuse must be collected at the authorized point of collection and containers returned to their original location;
- B. All small bulk items, tree limbs and brush, bagged leaves and grass, Christmas trees, other containerized or bagged yard waste will be collected at the authorized point of collection; and
- C. The clean up of all spillage.

Section 4: In addition to the above work standards, refuse collection crews in the twice a week area shall perform the following task on assigned days.

Mondays and Tuesdays: Satisfactory completion of assigned route, not to exceed four (4) loads using a 16-Cubic Yard packer vehicle.

Wednesdays: Assigned to street and alley cleaning: All crews. Management reserves the right to assign trash collection work in lieu of street and alley cleaning assignments on Wednesdays.

Thursdays and Fridays: Satisfactory completion of assigned route to include all collectible bulky items, as set forth in Article 10, Section 3.B.

Section 5: The Parties agree that the joint labor-management work group, established in Article 9 of this Attachment, shall immediately begin the investigation of trash collection route structure and practices and, within six months of the date of this Agreement, consult, confer and provide recommendations concerning more effective methods of responding to constituent needs and current Agency workload requirements. Thereafter, the parties shall meet and bargain over (or in the alternative, through collaborative processes agree on) any proposed changes to trash collection route structure and practices.

Section 6 - Alley Cleaning: The employer reserves the right to assign trash crews to an alley-cleaning route. Satisfactory completion of an alley cleaning route shall include sweeping, brooming, shoveling and removal of all visible trash, small bulk, tree limbs and brush, bagged leaves and grass, Christmas trees, other containerized or bagged yard waste, and dirt from fence line to fence line. Upon satisfactory completion of a scheduled route or task, employees shall be considered to have completed their day.

ARTICLE 11 ENVIRONMENTAL CRIMES UNIT (ECU)

Section 1: Although employees assigned to the Environmental Crimes Unit (ECU) work under the general oversight of the MPD supervisor (sergeant) for daily operations, it is understood that these employees will remain administratively accountable to the command level DPW (Division Official).

Section 2: The employer agrees to provide employees assigned to ECU access to employee health services as proscribed in Article 9, entitled, ***Safety and Health***, Sections 7 and 12.

ARTICLE 12
COMMITTEE TO REVIEW PROCESS OF COLLECTION OF REFUSE AND
RECYCLABLE PRODUCTS

Section 1: The Union and the Department agree to establish the “Committee to Review the Current Process of Collection of Refuse and Recyclable Products” (the Committee) to review the process of collection of refuse and recyclable products.

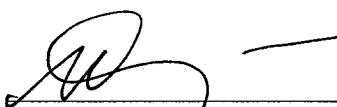
Section 2: The parties agree that within one month of the date of the ratification of this Agreement, the Committee to Review the Current Process of Collection of Refuse and Recyclable Products will be established.

Section 3: The Committee shall be comprised of eight (8) members, with four (4) members designated by the Union and four (4) members designated by the Employer. The Committee will submit a report of its findings, including pros and cons of the current system or any proposed system(s); recommendations and conclusion(s) no later than (4) months after the initial meeting. The four (4) month period may be extended by mutual consent of the parties. The arbitration provisions outlined in the collective bargaining agreement may be invoked by either party to resolve issues. The Committee may by consensus discuss and consider other issues that are not mandatory bargaining subjects, if directly related to reviewing the current process of trash collection and recyclable products.


Section 4: The Committee shall meet at least once per month, unless mutually agreed otherwise. Each party may bring a specialist to speak on or clarify.

On this ____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

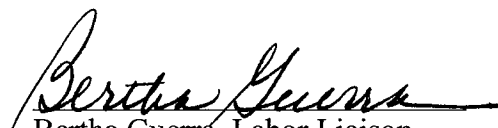
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



Natasha Campbell
Supervisory Attorney Advisor
Office of Labor Relations
And Collective Bargaining

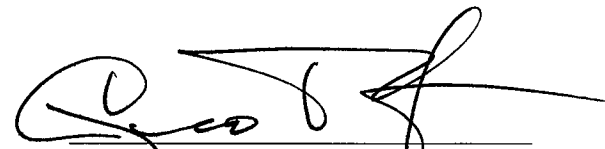


William Howland
Director
Department of Public Works

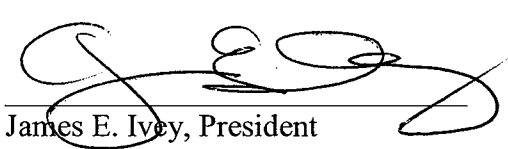


Bertha Guerra, Labor Liaison
Department of Public Works


**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**



Geo. T. Johnson, Executive Director
AFSCME District Council 20



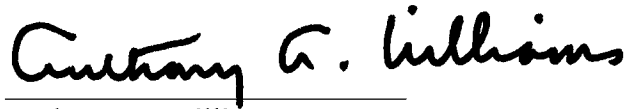
James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091



Al Bilik, Executive Assistant
AFSCME District Council 20

APPROVAL

The Collective Bargaining Agreement between the District of Columbia Government and the American Federation of State, County and Municipal Employees, District Council 20 (for Locals 2091, 2743, 2401, 1200 and 2092), dated has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (Section 1-617.15(a), D.C. Official Code, 2001 Edition) and is hereby approved this 28th day of December, 2006.

A handwritten signature in black ink, reading "Anthony A. Williams". The signature is written in a cursive style with a horizontal line underneath.

Anthony A. Williams
Mayor

**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.

c. An employee is entitled to not more than 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 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) (2001 Edition).

SECTION H: PRE-TAX BENEFITS:

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), 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 I: 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. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL
RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:**

Employees first hired by the District of Columbia Government before October 1, 1987, who are subject to the provisions of the CSRS and determined to be:

- (a) a "law enforcement officer" within the meaning of 5 U.S.C. §8331(20)(D);
and
- (b) eligible for benefits under the special retirement provision for law
enforcement officers;

shall continue to have their retirement benefits administered by the U. S. Office of
Personnel Management in accordance with applicable law and regulation.

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

The District of Columbia shall continue the Defined Contribution Pension Plan
currently in effect which includes:

- (1) All eligible employees hired by the District on or after October 1,
1987, are enrolled into the defined contribution pension plan.
- (2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001
Edition) 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.
- (3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001
Edition) the District shall contribute an amount not less than an additional .5% of
a detention officer's base salary to the same plan.
- (4) Compensation Units 1 and 2 Joint Labor Management Technical
Advisory Pension Reform Committee
 - (a) Establishment of the Joint Labor-Management Technical
Advisory Pension Reform Committee (JLMTAPRC or Committee)
 - (1) The Parties agree that employees should have the
security of a predictable level of income for their retirement
after a career in public service. In order to support the
objective of providing retirement income for employees
hired on or after October 1, 1987, the District shall plan and
implement an enhanced retirement program effective
October 1, 2008. The enhanced program will consist of a

deferred compensation component and a defined benefit component.

(2) Accordingly, the Parties agree that the JLMTAPRC is hereby established for the purpose of developing an enhanced retirement program for employees covered by the Compensation Units 1 and 2 Agreement.

(b) Composition of the JLMTAPRC

The Joint Labor-Management Technical Advisory Pension Reform Committee will be composed of six (6) members, three (3) appointed by labor and three (3) appointed by management, and the Chief Negotiators (or his/her designee) of Compensation Units 1 and 2. Appointed representatives must possess a pension plan background including but not limited to consulting, financial or actuarial services. In addition, an independent consulting firm with demonstrated experience in pension plans design and actuarial analysis will support the Committee.

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

- Plan and design an enhanced retirement program for employees hired on or after October 1, 1987 with equitable sharing of costs and risks between employee and employer;
- Establish a formula cap for employee and employer contributions;
- Establish the final compensation calculation using the highest three-year consecutive average employee wages;
- Include retirement provisions such as disability, survivor and death benefits, health and life insurance benefits;
- Design a plan sustainable within the allocated budget;
- Draft and support legislation to amend the D.C. Code in furtherance of the "Enhanced Retirement Program."

(d) Duration of the Committee

The Committee shall complete and submit a report with its recommendations to the City Administrator for the District of Columbia within one hundred and twenty (120) days after the effective date of the Compensation Units 1 and 2 Agreement.

4. TIAA-CREF PLAN:

For eligible education service employees at the University of the District of Columbia hired by the University or a predecessor institution, the University will contribute an amount not less than seven percent (7%) of their base salary to the Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF).

SECTION J: HOLIDAYS:

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) 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) Emancipation Day, April 16th;
- (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. 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.

ARTICLE 7 OVERTIME

SECTION A: Overtime Work:

Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hours shift or the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked a sixteen (16) hour shift (back-to-back) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

SECTION B: Compressed, Alternate and Flexible Schedules:

1. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

3. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

SECTION C:

Subject to the provisions of Section D of this Article, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2) for each hour of work for which overtime is payable.

SECTION D:

Bargaining Unit employees shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work. Such mutual agreement shall be made prior to the overtime work being performed.

SECTION E:

Paramedics and Emergency Medical Services Technicians employed by the Fire and Emergency Medical Services Department and represented by the American Federation of Government Employees, Local 3721 shall earn overtime after they have worked 40 hours in a week.

**ARTICLE 8
INCENTIVE PROGRAMS**

PART I - 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:

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 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:

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:

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 are not eligible for the sick leave incentive as provided in this Article.

SECTION F:

This program shall be in effect in Fiscal Years 2014, 2015, 2016 and 2017.

PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award. The District of Columbia Government Office of Labor Management Partnerships and the District of Columbia Incentive Awards Committee may serve as resources at the request of the parties in the implementation of the pilot incentive programs within agencies.

ARTICLE 9

CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY

SECTION A: CALL-BACK

A minimum of four (4) hours of overtime, shall be credited to any employee who is called back to perform unscheduled overtime work on a regular workday after he/she completes the regular work schedule and has left his/her place of employment.

SECTION B: CALL-IN

1. When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of overtime shall be credited to the employee.

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

SECTION C: ON-CALL

1. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

SECTION D: HOLIDAY PAY

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

SECTION E: NIGHT DIFFERENTIAL

An employee shall receive night differential pay at a rate of ten percent (10%) in excess of their basic day rate of compensation when they perform night work on a regularly scheduled tour of duty falling between 6:00 p.m. and 6:00 a.m. Employees shall receive night differential in lieu of shift differential.

SECTION F: PAY FOR SUNDAY WORK

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work performed which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium pay is computed as an additional twenty-five percent (25%) of the employee's basic rate of compensation.

SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES

1. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001", Council Resolution 14-53 (March 23, 2001) and as contained in Chapter 11, Section 1154 of the District Personnel Manual, "Recruitment and Retention Incentives – Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.
2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

3. **OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT
RECRUITMENT AND RETENTION PROBLEMS**

Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

**ARTICLE 10
MILEAGE ALLOWANCE**

SECTION A:

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for Compensation Units 1 and 2 employees, who are also authorized in advance, by Management to use their personal vehicles in the performance of their official duties.

SECTION B:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District Form to document mileage and request reimbursement of the allowance.

SECTION C:

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2001 Edition)). 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 if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

SECTION D:

No employee within Compensation 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire

documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

SECTION E:

Employees required as a condition of employment to use their personal vehicle in the performance of their official duties may be provided a parking space or shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties.

ARTICLE 11
ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

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 such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

ARTICLE 12
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. The responsible Agency shall submit the SF-52 and all other required documentation to the Department of Human Resources within thirty (30) days upon receipt from the employee of relevant documentation.

ARTICLE 13
DUTY STATION COVERAGE

The Fire and Emergency Medical Services employees and the correctional officers at the Department of Corrections and the Department of Youth Rehabilitative Services who are covered under Section 7(k) of the Fair Labor Standards Act shall be compensated a minimum of one hour pay if required to remain at his/her duty station beyond the normal tour of duty.

ARTICLE 14

GRIEVANCES

SECTION A:

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

SECTION B:

Grievances concerning compensation shall be filed with the appropriate agency and the Office of Labor Relations and Collective Bargaining under the applicable working conditions agreement.

ARTICLE 15

LOCAL ENVIRONMENT PAY

SECTION A:

Each department or agency shall eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the hazard, physical hardship, or unusual nature of the working condition, additional pay is warranted. Even though additional pay for exposure to a hazard, physical hardship, or unusual working condition is authorized, there is a responsibility on the part of a department or agency to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or unusual working condition. The existence of pay for exposure to hazardous working conditions or hardships in a local environment is not intended to condone work practices that circumvent safety laws, rules and regulations.

SECTION B:

Local environment pay is paid for exposure to (1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity; (2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

SECTION C:

Wage Grade (WG) employees as listed in Chapter 11B, Appendix C of the DPM and any other employee including District Service (DS) employees as determined pursuant to Section 4 of this Article and Chapter 11B, Subpart 10.6 of the DPM are eligible for environmental differentials.

SECTION D:

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of Chapter 11B, Subpart 10.6 of the DPM.

SECTION E:

Employees eligible for local environment pay under the terms of this Agreement shall be compensated as follows:

1. **Severe Exposure.** Employees subject to "Severe" exposure shall receive local environment pay equal to twenty seven percent (27%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "severe" exposure:

- High Work

2. **Moderate Exposure.** Employees subject to "Moderate" exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "moderate" exposure:

- Explosives and Incendiary
Materials – High Degree Hazard
- Poison (Toxic Chemicals)
– High Degree Hazard
- Micro Organisms
– High Degree Hazard

3. **Low Exposure.** Employees subject to "Low" exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "low" exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals

- Explosives and Incendiary Materials
 - Low Degree Hazard
- Poison (Toxic Chemicals)
 - Low Degree Hazard
- Micro Organisms
 - Low Degree Hazard

SECTION F:

These changes to local environment pay shall not take effect until the payroll modules of PeopleSoft are implemented by the District of Columbia.

**ARTICLE 16
NEWLY CERTIFIED BARGAINING UNITS**

For units placed into a new compensation unit, working conditions or non-compensatory matters shall be negotiated simultaneous with negotiations concerning compensation. Where the agreement is for a newly certified collective bargaining unit assigned to an existing compensation unit, the parties shall proceed promptly to negotiate simultaneously any working conditions, other non-compensatory matters, and coverage of the compensation agreement. There should not be read into the new language any intent that an existing compensation agreement shall become negotiable when there is a newly certified collective bargaining unit. Rather, the intent is to require prompt negotiations of non-compensatory matters as well as application of compensation (e.g., when pay scale shall apply to the newly certified unit).

**ARTICLE 17
TERM AND TEMPORARY EMPLOYEES**

The District of Columbia recognizes that many temporary and term employees have had their terms extended to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the District of Columbia and the Union representing the employees in Compensation Units 1 and 2 agree to the following:

SECTION A:

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement which was effective through September 30, 2010, shall continue and will identify temporary and term employees whose current term and or temporary appointments extend to September 30, 2006, and who perform permanent services in District agency programs.

SECTION B:

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable law. The Union shall identify individual appointments it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

SECTION C:

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status as of September 30, 2010, and are paid from appropriated funding to the career service prior to the end of the FY 2013 – FY 2017 Compensation Agreement.

SECTION D:

Prior to the end of the FY 2013 – FY 2017 Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent services, are in a pay status as of September 30, 2017, are full-time permanent positions, and are paid through intra-district funding or federal grant funding. .

SECTION E:

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with the D.C. Official Code.

SECTION F:

District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

SECTION G:

A Joint-Labor Management Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. The District shall appoint an equal number of representatives. The Committee will facilitate the implementation of this Article should difficulties arise in the Joint-Labor Management Committees set forth in Section A.

ARTICLE 18

SAVINGS CLAUSE

SECTION A:

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

SECTION B:

The terms of this contract supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein.

ARTICLE 19


DURATION

This Agreement shall remain in full force and effect through September 30, 2017. On this _____ day of _____ 2013, and as witness the parties hereto have set their signature.

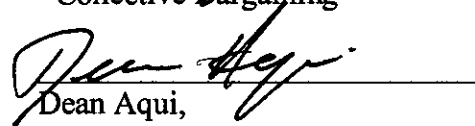
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

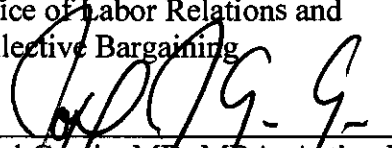
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



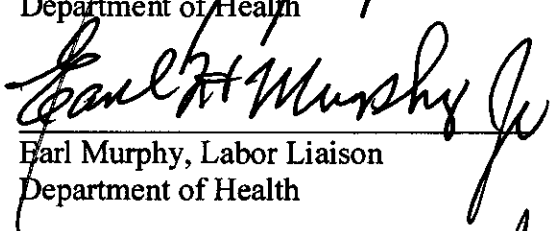
Natasha Campbell, Director
Office of Labor Relations and
Collective Bargaining



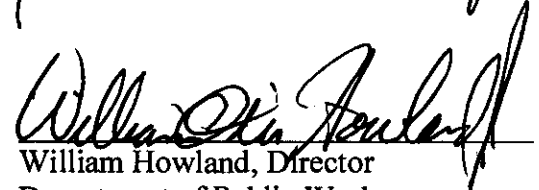
Dean Aqui,
Supervisory Attorney Advisor
Office of Labor Relations and
Collective Bargaining



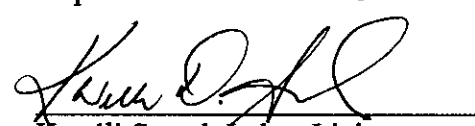
Joxel Garcia, MD, MBA, Acting Director
Department of Health



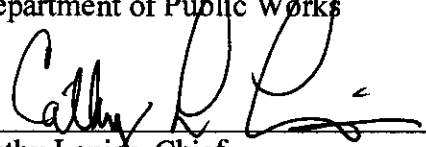
Earl Murphy, Labor Liaison
Department of Health



William Howland, Director
Department of Public Works

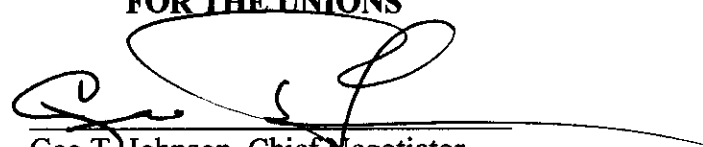


Kwelli Sneed, Labor Liaison
Department of Public Works



Cathy Lanier, Chief
Metropolitan Police Department

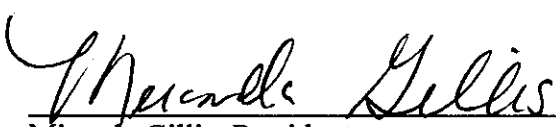
FOR THE UNIONS



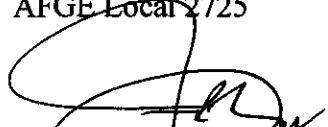
Geo T. Johnson, Chief Negotiator
Compensation Units 1 and 2



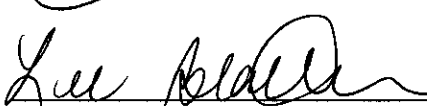
James Ivey, President
AFSCME Local 2091



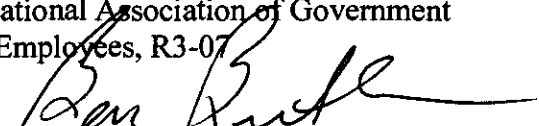
Miranda Gillis, President
AFGE Local 2725



John Rosser, Chairman
Fraternal Order of Police/Department of
Corrections Labor Committee



Lee Blackmon, President
National Association of Government
Employees, R3-07



Ben Butler, President
AFGE Local 2741



Cynthia Perry, Staff Representative
1199 NUCHHE

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

Mark Viehmeyer, Labor Liaison
Metropolitan Police Department

Lisa Wallace

Lisa Wallace, Vice President
SEIU 1199E-DC

Kenneth Ellerbe

Kenneth Ellerbe, Chief
DC Fire and Emergency Medical Services

Cliff Lowrey

Clifford Lowrey, President
AFGE Local 1975

Brian Lee
DC Fire and Emergency Medical Services

Sabrina Brown, President
AFSCME Local 2401

Jesús Aguirre

Jesús Aguirre, Director
Department of Parks and Recreation

Reginald Walker, President
AFSCME Local 1200

Jamarj Johnson

Jamarj Johnson, Labor Liaison
Department of Park and Recreation

Cliff Dedrick

Cliff Dedrick, President
AFSCME Local 2743

Lucinda Babers

Lucinda Babers, Director
Department of Motor Vehicles

Kenneth Lyons, President
AFGE Local 3721

Odessa Nance, Labor Liaison
Department of Motor Vehicles

Robert Hollingsworth

Robert Hollingsworth, President
AFSCME Local 2776

Terry Bellamy

Terry Bellamy, Director
Department of Transportation

Antoinette White-Richardson

Antoinette White-Richardson, President
AFSCME Local 1808

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

Melissa Williams

Melissa Williams, Labor Liaison
Department of Transportation

Robert Mayfield

Robert Mayfield, President
AFGE Local 2978

Thomas Faust

Thomas Faust, Director
Department of Corrections

Timothy Traylor

Timothy Traylor, President
AFGE Local 383

Paulette Johnson-Hutchings

Paulette Johnson-Hutchings,
Labor Liaison
Department of Corrections

Richard Campbell

Richard Campbell, President
AFGE Local 1000

Alletta Samuel

Marie Lydie Merre-Louis

Marie Lydie Merre-Louis
Chief Medical Examiner
Office of the Chief Medical Examiner

Walter Jones

Walter Jones, President
AFSCME Local 2087

Beverly Fields

Beverly Fields, Labor Liaison
Office of the Chief Medical Examiner

Barbara Milton

Barbara Milton, President
AFGE Local 631

Brian Hanlon

Brian Hanlon, Director
Department of General Services

Antonio Reed

Antonio Reed, President
NAGE R3-05

Cecelia Banks

Cecelia Banks, Labor Liaison
Department of General Services

Cedric Crawley

Cedric Crawley
FOP-DYRSLC

Phillip A. Lattimore, III

Phillip A. Lattimore, III, Director
Office of Risk Management

Darren Roach


Darren Roach, President
AFSCME Local 877

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012

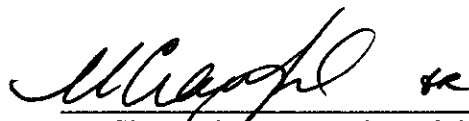
Amy Mauro, Labor Liaison
Office of Risk Management

Sheila Bailey-Wilson, President
AFSCME Local 709

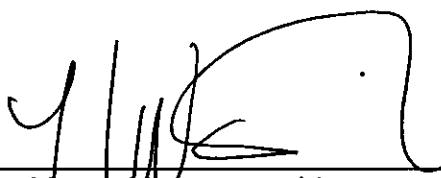


Emily Duso, Interim State
Superintendent of Education
Office of the State Superintendent
Of Education

Johnnie Walker, Representative
AFGE Local 3444



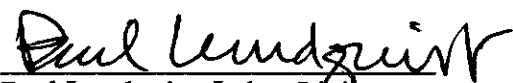
RaeShawn Crosson, Labor Liaison
Office of the State Superintendent
Of Education




Keith Washington, President
AFSCME Local 2092

Dr. Natwar Gandhi,
Chief Financial Officer
Office of the Chief Financial Officer

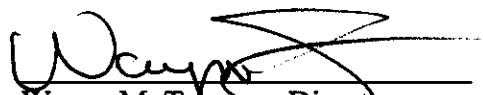
Mary Horne, President
AFSCME Local 2095



Paul Lundquist, Labor Liaison
Office of the Chief Financial Officer



Phillip A. Lattimore, III, Director
Office of Risk Management

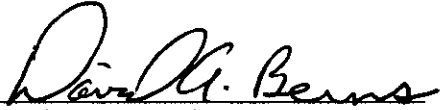


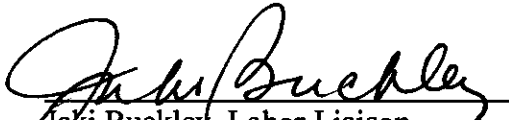
Wayne M. Turnage, Director
Department of Health Care Finance

Compensation Units One and Two Collective Bargaining Agreement

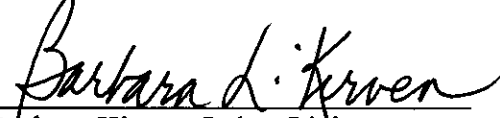
Signed: July, 2012

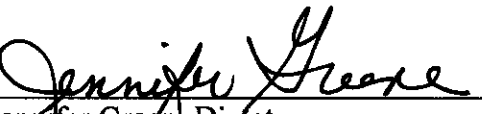
Portia Shorter, Labor Liaison
Department of Health Care Finance



David Berns, Director
Department of Human Services


Jaki Buckley, Labor Liaison
Department of Human Services

Ginnie Cooper, Executive Director
DC Public Libraries


Barbara Kirven, Labor Liaison
DC Public Libraries


Jennifer Green, Director
Office of Unified Communications


Armita Bonner-Evans, Labor Liaison
Office of Unified Communications

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012


Gustavo F. Velasquez, Director
Office of Human Rights

Ayanna Lee, Labor Liaison
Office of Human Rights




Lisa Maria Mallory, Director
Department of Employment Services

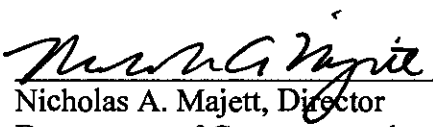
Rahsaan J. Coefield, Labor Liaison
Department of Employment Services



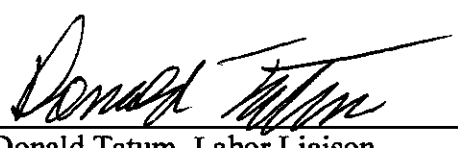
William P. White, Commissioner
Department of Insurance, Securities
And Banking



Margaret Schruender, Labor Liaison
Department of Insurance, Securities
And Banking



Nicholas A. Majett, Director
Department of Consumer and
Regulatory Affairs




Donald Tatum, Labor Liaison
Department of Consumer and
Regulatory Affairs

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012

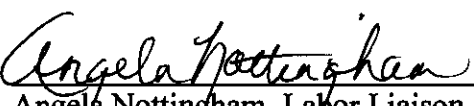
Keith Anderson, Director
Department of the Environment



Denise Rivera-Portis, Labor Liaison
Department of the Environment



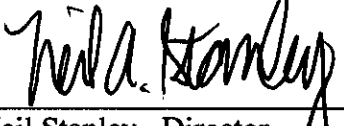
Michael Kelly, Director
Department of Housing and
Community Development



Angela Nottingham, Labor Liaison
Department of Housing and
Community Development

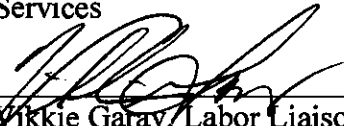
Dr. James E. Lyons, Sr., Interim President
University of the District of Columbia

_____, Labor Liaison
University of the District of Columbia



Neil Stanley, Director
Department of Youth Rehabilitation
Services

Tania Mortensen, Labor Liaison
Department of Youth Rehabilitation
Services



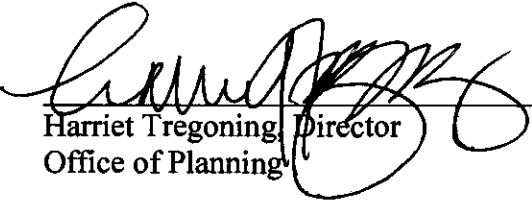
Vikkie Garay, Labor Liaison
Department of General Services

Compensation Units One and Two Collective Bargaining Agreement

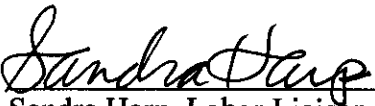
Signed: July, 2012

Ron M. Linton, Commissioner
DC Taxicab Commission

Patty Mason, Labor Liaison
DC Taxicab Commission



Harriet Tregoning, Director
Office of Planning



Sandra Harp, Labor Liaison
Office of Planning

Eric E. Richardson, Executive Director
Office of Cable Television

Angela Harper, Labor Liaison
Office of Cable Television

Robert Mancini, Chief Technology Officer
Office of the Chief Technology Officer

Christina Fleps, Labor Liaison
Office of the Chief Technology Officer

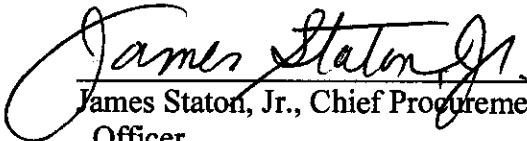
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012



Laura L. Nuss, Director
Department of Disability Services

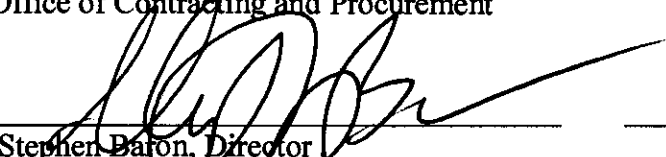
Kehinde Asuelimen, Labor Liaison
Department of Disability Services



James Staton, Jr., Chief Procurement
Officer
Office of Contracting and Procurement



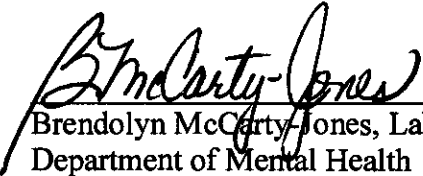
Shirley Danner, Labor Liaison
Office of Contracting and Procurement



Stephen Baron, Director
Department of Mental Health



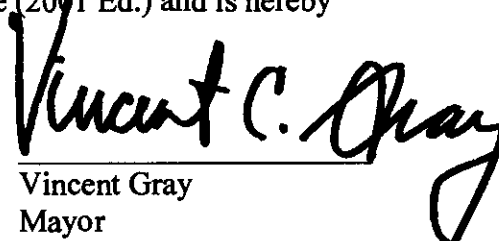
Frankie T. Wheeler, Director,
Human Resources
Department of Mental Health



Brendolyn McCarty-Jones, Labor Liaison
Department of Mental Health

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated April 12, 2012, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 10 day of July, 2013.


Vincent Gray
Mayor

APPENDIX A

Memorandum of Understanding

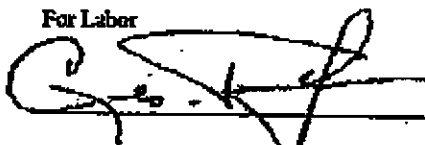
Between
Compensation Units 1 & 2
and
The District of Columbia
Concerning Classification and Compensation Collaborative Review

"The Parties hereby agree that in order to support the objective of rewarding a high performance workforce, a training program for all bargaining committee members shall be developed by a joint labor-management committee. The Committee will be composed of sixteen members, eight appointed by labor and eight appointed by management, and the Chief and Co-Chief negotiators of Compensation Units 1 & 2. This training program shall enhance the understanding of compensation and classification concepts and explore the appropriateness and application of high performance rewards to the District's workforce.

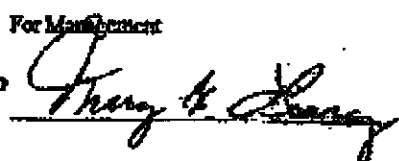
Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications fairly represent actual work performed by District employees as well as the appropriateness of the District's current classification and compensation systems.

In order to support the training, classification and compensation joint labor-management initiatives, it is understood that the District shall retain the services of The Segal Company to assume the role of the lead consultant with these projects."

For Labor


David J. Schlein

For Management



January 30, 2001

APPENDIX B

MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA AND COMPENSATION UNITS 1 AND 2 CLASSIFICATION AND COMPENSATION REFORM TASK FORCE INITIATIVES

Pursuant to the terms of the "Memorandum of Understanding Between Compensation - Units 1 and 2 and the District of Columbia Concerning Classification and Compensation Collaborative Review," which was incorporated as part of the Compensation Agreement between the District of Columbia Government and Compensation Units I and 2, FY 2001-FY 2003 ("Compensation Agreement"), the District of Columbia Government and the Unions in Compensation Units I and 2, established the Joint Labor-Management Classification and Compensation Reform Task Force (Joint Task Force). In addition, under the terms of the Compensation Agreement, the District Government agreed to set aside certain funding in fiscal years 2002 and 2003, which would be used by the Joint Task Force to implement initiatives designed to reform the District's compensation and classification systems.

The Compensation Agreement provides that in FY 2003 the District shall invest the equivalent of a minimum of one percent (1 %) increase in the aggregate salaries of Compensation Units 1 and 2 ("1 % Set-aside") toward classification and compensation reform. The District expended a portion of the 1 % Set-aside to implement the first significant change to the compensation system in the District by changing the pay progression of Compensation Units 1 and 2 employees, or how employees move between steps within a grade. The Joint Task Force has also agreed to begin the first classification reform project by reviewing the position classifications in each of the 9 occupational pay groups and where appropriate reclassify positions and adjust the grades and rates of pay for the reclassified positions.

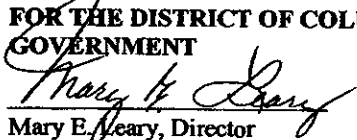
The Joint Task Force classification review will begin in August 2003, with a review of positions in the clerical/administrative occupational group and specific classification series and/or positions, which the Joint Task Force has determined, requires immediate review. The Joint Task Force has agreed that the District shall expend the unencumbered FY 2003 1% Set-aside fund balance under the terms of the Compensation Agreement, to fund increases in salaries or make other pay adjustments for employees in Compensation Units 1 and 2 who occupy positions the grade and/or the rate of pay of which is changed because of reclassification, re-grading, rate adjustment or changes in the District's classification and/or compensation policy as part of the classification reform project initiated by the Joint Task Force in FY 2003.

The Joint Task Force has agreed to apply any rate adjustment retroactively to a date in FY 2003. The retroactive date of implementation will be determined based on the number of employees affected and the unexpended balance of the 1% set-aside. That is pay adjustments will be made in affected employees' pay retroactive to the date permitted by the fund balance. Payment to employees should be made by March 31, 2004.


Further, the contracting parties agree that amounts hereafter designated through collective bargaining for classification and compensation collaborative review under the terms of the FY 2004 to FY2006 Compensation Units 1 and 2 Agreement, shall be accorded similar treatment for purposes of implementation. Specifically, any funds set aside in the Fiscal Years 2004, 2005 or 2006 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Unit 1 and 2 agreement. Provided however, that all funds set aside for compensation and classification reform shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY2004 – FY2006.

AGREED, this 26th day of August, 2003.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


Mary E. Leary, Director
Office of Labor Relations
and Collective Bargaining

FOR COMPENSATION UNITS 1 & 2


Geo. T. Johnson, Chief Negotiator
Compensation Units 1 and 2

Union Proposal
2/1/06

Memorandum of Understanding
Between
Compensation Units 1 and 2 and the District of Columbia

The "Memorandum of Understanding between Compensation Units 1 and 2 and the District of Columbia Concerning Classification and Compensation Collaborative Review" was initially incorporated as part of the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2 covering fiscal years 2001 through 2003.

Pursuant to the terms of this MOU, the joint Labor Management Classification and Compensation Reform Task Force (LMCCRTF) shall:

1. Effective March 1, 2006, this joint labor management committee established pursuant to the terms of the Compensation Units 1 and 2 collective bargaining agreements (the LMCCRTF) shall be administered under the District's Office of Labor Relations and Collective Bargaining (OLRCB);
2. The LMCCRTF shall have eight (8) voting representatives from labor including representatives from each national labor union comprising Compensation Units 1 and 2 and the District's OLRCB shall appoint an equal number of management representatives;
3. Outside consultants and other subject matter experts are not members of the LMCCRTF and shall not have voting rights in the LMCCRTF. However, such persons may be invited to attend said meetings only when they are presenting information relevant to the task;
4. The funds from the LMCCRTF for fiscal years FY 2004 through FY 2006 shall be used to implement the new pay schedules the last pay period of September 2006, which are attached as Appendices A(1) through A(8) to management's proposals for base wage increases for the contract beginning October 1, 2006.

mel
2/1/06
G.T.S.
2/1/06

COLLECTIVE BARGAINING WORKING CONDITIONS AGREEMENT

BETWEEN

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

AND

THE DISTRICT OF COLUMBIA,

AND

**THE OFFICE OF THE ATTORNEY GENERAL,
THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA**

EFFECTIVE THROUGH SEPTEMBER 30, 2017

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ARTICLE 1 RECOGNITION

Section 1 - Recognition

A. The American Federation of Government Employees, (AFGE) Local 1403 (Union) is recognized as the sole and exclusive collective bargaining representative of employees in the bargaining unit as defined in Section 2 of this Article.

B. As the sole and exclusive representative, the Union is entitled to act for and to negotiate collective bargaining agreements (CBA) on behalf of all employees in the bargaining unit. The Union shall represent the interests of all employees in the bargaining unit without discrimination as to membership.

C. The Employer shall give the Union an opportunity to be present at any formal meeting between the Employer and one or more employee(s) in the bargaining unit concerning any grievance or general condition of employment of the employee(s) in the bargaining unit. A "formal meeting" refers to any meeting between an employee and any individual in his or her supervisory chain of control that includes at least one (1) other management official or supervisor and at least one (1) Union representative.

Section 2 – Coverage

A. All Series 905 attorneys employed by the Office of the Attorney General for the District of Columbia (OAG or Employer), including Agency Counsel, except employees excluded under Section 5 of the Article. PERB Case No. 01-RC-03; Certification No. 121; PERB Case No. 01014-RC-0301, Certification No. 121, 133 (April 19, 2005).

B. AFGE Local 1403 is recognized as the sole and exclusive bargaining representative for the bargaining units set forth in PERB Certification No. 121 and PERB Certification No. 133. In the event that any attorney positions within Local 1403's bargaining unit that are currently assigned to the Office of the Attorney General are subsequently assigned to other agencies within the District of Columbia Government, the parties agree that Local 1403 will open negotiations, within thirty (30) days of the effective date of the transfer of positions, to establish an agreement governing the working conditions of the bargaining unit employees within those positions.

Section 3 – New Units

The provisions of this Agreement shall not cover bargaining unit employees under the administrative jurisdiction of the Attorney General and/or the Mayor of the District of Columbia newly certified during the term of this Agreement. Representatives of any new units shall meet to negotiate a separate Agreement which shall govern the new units.

Section 4 – Unit Clarification(s)

The Union and the Employer shall file a Joint Petition with the Public Employee Relations Board to clarify and correct inaccuracies contained or arising within the current unit certifications. Prior to filing the joint petition, the Union and Employer shall confer on the revised unit descriptions.

Section 5 - Exclusions from Coverage

The following employees are excluded from the bargaining unit covered by the Agreement:

1. All management officials;
2. All supervisors;
3. Employees who act in a confidential capacity with respect to an individual who formulates or effectuates management policies regarding attorney employees in the field of labor relations;
4. Employees engaged in personnel work regarding attorney employees in other than a purely clerical capacity;
5. Employees who are engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139; and
6. Interns, volunteers, pro bono attorneys, contract attorneys, attorneys who are detailed to the OAG from federal agencies.

ARTICLE 2 LABOR-MANAGEMENT RELATIONS

Section 1 - Composition and Function of the Labor-Management Committee

- A. The parties shall continue the existing Labor-Management Committee (LMC) that will be constituted of an agreed upon number of Union and Employer representatives.
- B. The purpose of the LMC is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Employer within the framework of this Agreement.
- C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

D. Changes to the functions and structure (except changes involving a particular individual as to personnel/supervisory appointments or transfers or space relocations) of the OAG are a proper matter for consideration by the Labor-Management Committee or relevant subcommittee.

Section 2 - Subcommittees

The parties may mutually agree to establish subcommittees of the LMC to study problems and conditions.

Section 3 – Union’s Right to Request Impact and Effects Bargaining

Nothing herein shall be construed to limit the Union's right to request impact and effects bargaining over any proposed organizational changes.

Section 4 - Findings and Recommendations of the Labor-Management Committee or Subcommittee

When possible, the findings and recommendations of the LMC or subcommittee thereof will be forwarded to the Attorney General or his/her designee for consideration. The Attorney General or his/her designee shall respond in writing to any written findings and recommendations of the committee or subcommittee within a reasonable period of time. At the time recommendations are forwarded by the committee or subcommittee to the Attorney General or his/her designee, the committee or subcommittee shall recommend a requested response date from the Attorney General, or his/her designee.

Section 5 - Labor-Management Meetings

A. In mutual recognition of the parties' joint desire to discuss and resolve matters of concern at the lowest possible level, the Union steward and first-level supervisor, who shall be a Section Chief for those attorneys who are in a Section or Deputies for those attorneys who are not in a Section, should meet periodically for the purpose of meaningful consultation and communication on the problems and policies of the organization in their working unit, and if appropriate, the steward may meet with supervisors of a higher level. Such meetings between supervisors and stewards shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.

B. Appropriate Management and Union representatives shall meet at either party's request to discuss problems concerning the implementation of this Agreement. Each party shall furnish the other with an itemized agenda setting forth the topics of discussion one (1) day before the meeting, unless otherwise agreed. The parties further agree that items not on the agenda may be raised for discussion, if agreed to by the parties at the meeting.

Section 6 - Organizational Changes

A. The parties agree that changes to the functions and structure (except changes involving a particular individual as to personnel/supervisory appointments or transfers or space relocations) of the OAG are a proper matter for consideration by the Labor-Management Committee or

relevant subcommittee. The Employer may, in its discretion, solicit the views of the Union on any proposed organizational change at any time, but agrees that it shall provide to the Union President a copy of the final draft of organizational changes that will impact Bargaining Unit Employees. The Union President or his/her designee may call a meeting of the Labor-Management Committee or relevant subcommittee concerning the proposed changes and Employer shall honor any such request. Following these consultations, the Union will be provided a copy of the final plan that has been approved by appropriate officials. If any changes to the plan are made thereafter, the Union shall be provided a copy of such changes.

Section 7 – Risk Assessment

A. The LMC will act as the Risk Assessment and Control Committee (RACC) on all risk management issues concerning the OAG. When the LMC acts as the RACC, an equal number of representatives from Union and Management shall be included in the meetings.

B. The LMC will make recommendations to the Attorney General concerning risk management issues for OAG. The Attorney General or his/her designee will respond to risk management recommendations of the LMC within a reasonable period of time after receipt, but in no event later than four (4) weeks following the transmittal of a written recommendation from the LMC to the Attorney General. The Attorney General will take any corrective actions needed within a reasonable period of time, given the context of the recommendation.

C. The LMC shall include a RACC risk management agenda within the agenda of the LMC at least four (4) times each year on a quarterly basis.

D. Risk management issues will be considered by the LMC as a whole, with one vote for each committee member authorized.

ARTICLE 3 ADMINISTRATION OF LEAVE

Except as otherwise provided in this Agreement or the corresponding Compensation Agreement, the parties shall adhere to all applicable law and District government rules and regulation in the administration of leave. Annual leave must be reasonably requested in advance except in an emergency (unanticipated event). Employer's decision to grant or deny annual leave shall be made within 72 hours of the request, excluding Saturdays, Sundays, holidays, and any other day that the District government is closed and will be based solely on mission (including coverage) requirements. Except in emergency situations, the Employer shall not consider the reason for the annual leave request in making the leave determination. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee will be able to take the requested leave. Requests for annual leave shall be approved when possible.

ARTICLE 4 ALTERNATIVE WORK SCHEDULE

The Employer agrees to continue implementation of its Attorney, Non-Attorney Manager, and Support Staff Alternative Work Schedule Program (Office Order No. 2011-07) (March 28, 2011), in effect on September 12, 2013, and set out as Attachment A to this Agreement.

ARTICLE 5 EMPLOYEE ASSISTANCE PROGRAM

Section 1 - General

The parties recognize that alcoholism, drug abuse, and emotional and mental illness are health problems that may affect job performance. To this end, the Employer will, at least annually, make employees aware of the District's Employee Assistance Program (EAP) (District Personnel Manual (DPM) Chapter 20B, Section 2050) and available services provided under it. The provisions of the DPM govern except as provided below.

Section 2 - Use of Sick Leave

Employees undergoing a prescribed program of treatment for alcoholism, drug abuse, emotional illness, or mental illness will be allowed to use available sick leave with appropriate documentation of attendance and/or referral for this purpose on the same basis as any other illness.

ARTICLE 6 UNION STEWARDS/OFFICIAL TIME

Section 1 - Number of Stewards

- A. The Union may designate, other than the Chief Steward, no more than five (5) stewards, or one (1) steward for every fifty (50) bargaining unit employees, whichever is greater.
- B. The Union will endeavor, whenever possible, to limit the number of Union Representatives working in the same division, to a number that will not cause a significant work disruption in that work unit.

Section 2 - Designation of Representatives

- A. Union Officers, Stewards and Other Representatives
 - 1. Union Officers and Stewards: The Union agrees to provide the OAG and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written list of its officers and stewards within two (2) workdays after the date this Agreement is executed and within five (5) working days after each general election.

2. Other Representatives: The Union will also notify the Employer and OLRCB, in writing, of other Union representatives who may request official time, along with a description of their individual Union assignments.

B. Changes in the list will be submitted to the Employer's designated official(s) at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If a Union official is not on the list of designated representatives and is needed prior to the two (2) days notice, the Union President shall notify the Employer's designated official(s) by phone and/or e-mail before the official will be recognized. The Employer shall recognize any Union official designated pursuant to this section.

C. The Employer will not recognize any Union official or representative who is not listed as required or for whom notification was not provided in accordance with this section.

D. Except where explicitly provided, this Agreement shall not be interpreted in any manner that interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

E. The Union will be notified prior to any change in tours of duty of duly appointed Stewards. The Union shall also be notified prior to the organization of tours of duty that would affect the members of the unit.

F. Employer recognizes that the Union may designate employee members, selected or appointed to a Union office or delegated to a Union function and agrees that, upon request, the employee may be granted annual leave or leave without pay for the period of time required to be away from his/her job. Such requests will be submitted as far in advance as possible, but not less than one (1) working day prior to the day the leave is to begin in the event the leave request is eight (8) hours or less, or five (5) working days in advance, in the event the leave request exceeds eight (8) hours. The Union shall be notified of a disapproval of leave in writing together with the Employer's justification. Leave contemplated under this article shall not be denied except for good cause.

Section 3 - Performance Appraisals

A. No Union representative will be disadvantaged in the assessment of his/her performance based on his/her participation in Union activities and/or use of official time to conduct labor-management business authorized by this Agreement. However, performance problems unrelated to participation in Union activities and/or the use of official time may be addressed in accordance with other relevant provisions of this Agreement.

B. At the beginning of the rating year or when the Union representative is initially appointed, workload and performance expectations will be established that consider the actual use of official time and the impact on performance of the duties of the employee's position. Additionally, the designated supervisor and the Union representative will meet at least quarterly to discuss needed adjustments to workload and representational needs.

Section 4 - Official Time for Representational Activity

A. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions in accordance with the provisions of this Article as follows. The Union President (office currently occupied by Shana Frost on an acting basis) will be assigned a caseload equal to no greater than 50% of the average caseload of an attorney with his or her grade level and experience in the Division which employs the Union President. The Union Vice President # 1 (office currently occupied by Robert DeBerardinis) will be assigned a caseload equal to no greater than 75% of the average caseload of an attorney with his/her grade level and experience in the Division which employs the Union Vice President #1. No other Union members or officer will be assigned a reduced caseload. However, other Union members or officers shall be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions as needed, including necessary travel time. Employer will not be required to grant or approve official time for any Union shop steward, officer or other representative who has not complied with the Employer notification requirements of Section 2 of this Article.

B. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employees on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement and District of Columbia law. Examples of activities for which reasonable amounts of official time will be authorized include:

1. collective bargaining negotiations;
2. discussions with Employer representatives concerning personnel policies, practices, and matters affecting working conditions;
3. any proceeding in which the Union is representing an employee or the Union pursuant to its obligations under this Agreement;
4. grievance meetings and arbitration hearings;
5. a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
6. any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representative of the employee;
7. any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
8. attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;
9. informal consultation meetings between the Employer and the Union;

10. conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;
 11. attendance at meetings of committees on which Union representatives are authorized members by the Employer or this Agreement;
 12. attendance at labor-management committee meetings or other joint labor-management cooperative efforts;
 13. attendance at Employer recognized or sponsored activities to which the Union has been invited;
 14. attendance at public hearings of the District of Columbia City Council or other legislative/administrative bodies of the District or federal government relating to matters that affect either the OAG or labor relations/labor matters in the District of Columbia that impact or may impact the Union;
 15. necessary travel to any of the activities listed above;
 16. training related to the representational functions of Union officials and stewards which the parties agree is to their mutual benefit and for which management is given notice and provided with an agenda and course description; and
 17. new employee orientation meetings.
- C. Official time shall not include time spent on internal Union business, including, but not limited to:
1. Attending Local, Regional, or National Union meetings;
 2. Soliciting members;
 3. Collecting dues;
 4. Posting notices of Union meetings; administering elections;
 5. Preparing and distributing internal Union newsletters or other such internal documents; and,
 6. Internal Union strategy sessions, except for representational functions.

Section 5 - Requesting Official Time

- A. All use of official time by any Union officer, official, steward or other representative must be recorded on the Employer-approved Official Time Report Form and submitted on a monthly basis to Employer's designee.
- B. Official time for Union representatives should be requested on the approved "Official Time Report" form. The Union representative will request authorization for official time from his or her supervisor in advance and as is consistent with workload requirements except when circumstances do not allow for advance approval (e.g., unscheduled meetings called by management where the Union's attendance is requested; or representation of employees in investigatory interviews; or circumstances where the employee might be subject to discipline). Failure to properly request and obtain approval of official time may result in disciplinary action depending on the circumstances.
- C. All advance requests for official time are understood to be estimates.
- D. If a request for official time is denied, the manager or supervisor refusing such permission shall give the reasons for refusal in writing to the individual who was so denied if the individual involved makes such a request.
- E. Employee Union representatives, except the Union President, in light of her 50% reduced caseload, and Vice President #1, in light of his 25% reduced caseload, will complete the "Official Time Report" form (attached to this Agreement as Exhibit "A") provided by the Employer to accurately depict the actual official time used in a timely manner each pay period.
- F. Management shall not prevent Union representatives from representing employees at reasonable times consistent with the provisions of this Agreement. The Union and employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the Employer agrees that such permission for release shall not be unreasonably delayed or denied. Workload needs will be balanced with official time needs prior to approval based on the following standard: official time requests shall be granted unless they hinder the accomplishment of essential workload requirements that cannot otherwise be accommodated.
- G. All affected employees (e.g., grievants, representatives, witnesses, and appellants) whose presence has been determined to be necessary, by either the Union or the Employer, as the case may be, at relevant proceedings (including hearings, meetings, arbitrations, oral replies, or other labor-management business) will receive necessary official/duty time to participate in and travel to and from the proceedings.

Section 6

- A. The parties agree that Union officials and stewards are entitled to take a reasonable amount of official time and the officials and stewards requesting/using official time shall be treated with civility and shall not be discriminated against because they participate in Union activities and/or take official time. Likewise, Union officials and stewards shall treat supervisors with civility in regard to their supervisors need to have information about the amount and type of official time being requested

so that the supervisor can effectively manage their personnel and allotted workload. The parties agree that there is a need for flexibility to enable managers to effectuate the mission of the government and, at the same time, to enable Union officials and stewards of the bargaining unit to take care of Union business expeditiously.

B. In cases of alleged abuse of official time by the Union, or alleged improper restriction of official time or discrimination by the Employer, the parties shall endeavor to resolve the matter at the lowest possible level. If efforts to resolve the matter between the first line supervisor and the Union official or representative fail, then the party alleging the abuse or improper restriction shall bring the matter to the attention of the appropriate management and Union representatives. If the matter is not resolved then either party may seek assistance from the D.C. Office of Labor Relations and Collective Bargaining.

Section 7

The parties shall conduct separate training concerning use of official time for members and managers and supervisors.

ARTICLE 7 UNION USE OF EMPLOYER FACILITIES AND SERVICES

A. Upon request, the Union may have access to meeting space by following established OAG procedures. Except as provided elsewhere in this Agreement, the Union shall attempt to hold meetings during the non-work time of employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

B. Employer manpower, office space, and supplies, except as otherwise provided in this Agreement, shall not be used in support of internal Union business.

C. The Employer may provide appropriate office space with a locking door for the Union. Assigned Union office space will remain in use unless or until the Employer needs require the use of the assigned space. In this event, management will notify the Union sixty (60) days in advance. Other approximately equivalent or mutually agreeable space will be made available at least fifteen (15) business days prior to the time the Union is required to vacate the present office.

D. The Employer will make available to the Union at a minimum two (2) locking file cabinets, one (1) desk, and three (3) chairs.

E. The Union shall limit its posting of notices and bulletins to Union-designated bulletin boards, and each such posting shall be authorized and initialed by a Union officer or steward. A courtesy copy of all materials to be posted pursuant to this article will be provided to the Attorney General or his/her designee at the time of posting. Each bulletin board shall have the following notice posted in a prominent place:

This bulletin board is for the exclusive use of AFGE Local 1403 and its membership. Matters posted on the board are not intended to reflect the official views of the DC

Government or the Employer unless issued by them.

The contents of the notices posted on the bulletin board shall be at the discretion of the Union, except that the Attorney General or his/her designee may request the removal of language or material that it believes is defamatory or discriminatory. With notice to the Union, Employer may remove language or material that is defamatory or discriminatory.

F. Union officers and representatives, and other unit members who serve in any capacity on behalf of the Union, may use their regular workstations including telephones, computers, and e-mails to communicate with bargaining unit employees in connection with their representational functions; provided however, such activity shall not interfere with the effective operation of the Government's business. Employer shall not monitor Union telephone or email activity or content related to representational functions. All communication regarding terms and conditions of employment shall be in accordance with the Code of Conduct applicable to District Government employees as defined in the Government Ethics Act (D.C. Law 19-124, D.C. Official Code § 1-1161.01 *et seq.*). Communications, including broadcast emails, will not contain statements that reflect on or attack the integrity or motives of individuals, the Office of the Attorney General, or other agencies of the District Government. Communications will clearly identify the Union official responsible for its content.

ARTICLE 8 PERSONNEL FILES

Section 1 - Official Files - Definition

The Official Personnel File ("OPF") for each employee is maintained solely by the District of Columbia Department of Human Resources ("DCHR").

Section 2 - Right to Examine

Employees and/or their authorized representatives shall be permitted to examine all contents of the employee's personnel files, including without limitation the OPF, whether maintained by OAG, DCHR or elsewhere, upon request.

Section 3 - Right to Respond

Each Employee shall have the right to answer any material filed in his/her OAG personnel files and his/her answer shall be attached to the material to which it relates. Unless prohibited by law or regulation, in the case of complaints made orally that are reduced to writing and placed in an OAG personnel file, Employees shall be informed of the person making the complaint; the substance of the complaint, and the date the complaint was made and may respond as provided for in this section.

Section 4 - Right to Copy

An employee and/or their authorized representatives will be permitted to copy any material in all personnel files, including without limitation the OPF, for that employee maintained by the Employer.

Section 5 - Access by Union

Upon presentation of written authorization by an employee, the Union representative may examine all of the employee's personnel files, including without limitation the OPF, and obtain copies of the material free of charge.

Section 6 – Employee to Receive Copies

As consistent with applicable law, the employee shall receive a copy of all material placed in his/her OPF and all personnel related materials, including electronic data, upon request.

ARTICLE 9 JOB DESCRIPTIONS

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description. When there is a material change in job duties, the employee shall be given advance notice of the change.

ARTICLE 10 LATE ARRIVAL/EARLY DISMISSAL

Section A -- Late Arrival

Employees shall be permitted to arrive late at work without charge to leave during inclement weather or during other extraordinary circumstances where the District government has authorized a late arrival for all non-essential employees, consistent with the authorization. All employees shall be considered non-essential for purposes of this Article unless they have been previously notified of their essential status.

Section B -- Early Dismissal

Whenever the Mayor, designated agency head, or an authorized official authorizes the early dismissal of District government employees, all employees (except those who have been designated in advance as essential employees consistent with the applicable laws and regulations and those who have been notified by their supervisor that because of specific pressing work requirements that they may not leave work early) shall be permitted to leave their duty stations consistent with the early dismissal authorization. The Attorney General (or his or her designee) shall make every reasonable effort to ensure that employees are notified timely of the early

dismissal or other leave policy during extraordinary circumstances. In addition, managers and supervisors shall make every reasonable attempt to ensure that employees who they manage or supervise are notified of the early dismissal authorization.

Notice shall be provided to employees whose work assignments do not permit them to leave work early regardless of the general early release authorization.

Section C -- Employees on leave during the late arrival/early dismissal period

An employee who previously requested and was granted leave during the authorized late arrival and/or early dismissal hours shall not be charged leave for the period requested that coincides with the authorized late arrival and/or early dismissal hours.

ARTICLE 11 STRIKES AND LOCKOUTS

In accordance with applicable law, it shall be unlawful for any District Government employee or the Union to authorize, ratify or participate in a strike against the District. The term strike as used herein means any unauthorized concerted work stoppage or slowdown. No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

ARTICLE 12 CONTRACTING OUT/PRIVATIZATION

Employer recognizes the Union's desire to retain all work regularly performed for the Employer, and the Union recognizes the Employer's need to maintain an efficient workplace; therefore, Employer will use its best efforts to continue to use bargaining unit employees and not subcontract work that has been traditionally and regularly performed by its employees. Decisions regarding contracting out are areas of discretion of the Employer. The impact and implementation of contracting out upon bargaining unit employees is a mandatory subject of bargaining. The Employer must notify the Union at least thirty (30) days in advance of any contracting out actions. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Employer shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees. The Employer shall minimize displacement actions by reassigning or retraining affected employees in order to retain bargaining unit employees consistent with available budget and applicable laws and regulations.

ARTICLE 13 UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent

The Union shall be the exclusive collective bargaining representative of bargaining unit employees.

Section 2 – Access to Employees

Representatives of the Union shall have access to individual employees, either new or rehired, in its bargaining unit to explain Union membership, services and programs. Such access shall be voluntary for new and rehired employees and shall occur during the formal orientation session. The Union shall have the opportunity to provide a fifteen (15) minute presentation as a part of the orientation programs for the Employer.

Section 3 – Dues Check off

Pursuant to D.C. Official Code § 1-617.07 (2012 Repl.), the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights under *Chicago Teachers Union Local No. 1 v. Hudson*, 475 U.S. 292 (1986) and related cases. The employee must complete and sign an authorized dues deduction form to authorize the withholding. Employer will promptly process dues deduction forms.

Section 4 – Annual Notification of Annual Dues Amount

The amount to be deducted shall be certified to the Office of Labor Relations and Collective Bargaining (OLRCB) annually in writing by the appropriate official of the Union. The employee's authorization shall be forwarded to the OLRCB. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes shall be made at the earliest opportunity after notification is received but in no case will changes be made retroactively, unless the Employer fails to deduct dues due to the Employer's action or inaction. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

Section 5 – Service Fees

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues to pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such service fee deductions shall be allowed when the Union presents evidence that at least fifty-one percent (51%) of the employees in the unit are members of the Union.

Section 6 – Cost of Processing

Union dues and/or service fees shall be transmitted to the Union, minus a fee of \$.15 per deduction (dues or service fee) per pay period, payable to the OLRCB, for the administrative expenses associated with the collection of said dues pursuant to executed dues check off authorizations.

Section 7 – Hold Harmless

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability that may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

Section 8

Payment of dues or service fees shall not be a condition of employment.

Section 9

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fees to pay reasonable costs incurred by the Union in representing such employee in grievances, adverse actions or appeal proceedings within the provisions of the CMLA, provided the Union gives advance notice of said costs to the employee.

Section 10

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

ARTICLE 14 TERM EMPLOYEES

Section 1

- A. Term employees in the bargaining unit shall be given not less than two (2) pay period's notice of the termination of their appointment.
- B. Term bargaining unit employees shall be fully informed in their offer letter prior to their entrance on duty that the offer of employment is a term position. Term employees shall be provided a copy of their official position description.
- C. To the extent not inconsistent with District or Federal law and regulations, the Employer shall use its best efforts, subject to funding, to convert term bargaining unit employees ("NTE employees") to permanent ("FTE") status by the end of each fiscal year, when the term bargaining unit employee: 1) performs services for which OAG has a continuous need, 2) is in a pay status as of September 30, 2013, and continuing on an ongoing basis any term bargaining unit employee in a pay status by September 30th of each successive year, and 3) has both served for at least one year and performed at a meets expectations level, or the equivalent, for the most recent evaluation rating period. If a term employee is separated by management for any reason, other than project termination or budgetary reasons, and management previously extended the employee's term for 13 months, so that the employee is separated at the end of his or her second term, the employee shall have an opportunity to challenge his or her separation to the same extent as permanent unit employees.
- D. By December 1st of each year, Employer must provide the Union with the names of all unit term employees, the reason why their positions are term positions, and the names of all unit employees who have been converted to FTE status.

Section 2 – Priority Conversion of NTE Employees to FTE Status

When management determines to fill a FTE vacancy in a legal services section, the most senior qualified NTE employee with substantially similar, or greater, experience to the vacant position in that section, providing that the employee has a satisfactory performance appraisal and more than 24 months continuous employment, must be offered the FTE position.

ARTICLE 15 DISCRIMINATION

Section 1 – General Provisions

A. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code 2-1401 *et seq.* (2012 Repl.), the Employer shall not discriminate against any Employee because of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, disability, gender identity or expression or genetic information. The Employer's violation of the Human Rights Act shall also constitute a violation of this Agreement.

B. Employer and the Union agree to cooperate to provide equal opportunity for employment and promotion to all qualified persons, to cooperate in ending discrimination, and to promote the full realization of equal employment opportunity through a positive and continuing effort. To this end, EEO concerns may be filed with OAG's EEO Director in accordance with OAG's Equal Employment Opportunity Office Order No. 2006-11. At the request of either party, the EEO Director shall consider any employment practice or policy that allegedly has an adverse impact on members of any protected group.

Section 2 - Equal Employment Practices

The Employer shall continue implementation of its Equal Employment Opportunity Policy (OAG Office Order No. 2006-11 (March 9, 2006 or successor orders) and any Affirmative Action Plan in accordance with existing law on affirmative action. The Affirmative Action Plan will be developed in accordance with Federal and D.C. Office of Human Rights guidelines. Union input on the development of the Affirmative Action Plan may be provided through OAG's EEO Director. The Employer shall provide the Union a copy of the Affirmative Action Plan, when developed by the Employer.

Section 3 – Sexual Harassment

A. All Employees must be allowed to work in an environment free from sexual harassment. Therefore, the parties agree to identify and work to eliminate such occurrences in accordance with the OAG Sexual Harassment policy contained in OAG Office Order No. 2006-11 as amended or any subsequent policy developed.

B. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 4 – Union Activity

The Employer shall not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee has the right, freely and without fear of penalty or reprisal:

1. To form, join and assist in labor organization or to refrain from this activity;
2. To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under the law, rules and regulations through a duly designated representative; and
3. To be protected in the exercise of these rights.

Section 5 – Discrimination Charges and Election

A. An employee may raise a complaint of discrimination under applicable law (to OAG's EEO Director through the administrative complaint process, the Office of Human Rights, the Equal Employment Opportunity Commission, local or federal courts), or through the negotiated grievance procedure but not both. In consideration for the benefits of arbitration, each employee must sign the attached waiver acknowledging voluntary waiver of his/her federal statutory rights, including his/her rights under Title VII as a condition precedent to submission of his/her discrimination complaint to the grievance process. If an employee elects not to voluntarily waive his/her rights, the employee cannot submit his/her discrimination claim through the grievance process. Grievances must be filed within thirty (30) days of the date that the employee knew or should have known of the conduct being grieved. An employee shall be deemed to have exercised this option when the matter that give rise to the allegation of discrimination is made the subject of a timely filed grievance or a formal EEO complaint, whichever event (filing) occurs first.

B. The Union and Employer shall agree on a panel of arbitrators who shall have at least five years of experience in employment discrimination law to hear such grievances at the arbitration level of review.

C. A complainant has the right to be accompanied, represented, and advised by a representative of her/his choosing at any stage of the complaint process, except where there is a conflict of interest or position.

D. The Employer shall notify the Union of all remedial or corrective actions that impact on bargaining unit employees to be taken as the result of informal or formal resolution of EEO complaints.

FORM TO BE COMPLETED BY EMPLOYEES WHO DECIDE TO FILE A GRIEVANCE
OVER A DISCRIMINATION CHARGE

I, _____, acknowledge that I have decided to submit my
employment discrimination charge through the grievance procedure. In consideration of
arbitration, I will forego and waive my rights to file a separate claim under the discrimination
statutes, including Title VII, in accordance with applicable law governing such elections. *See*
Alexander v. Denver-Gardner, 415 U.S. 36 (1974).

Dated:

EMPLOYEE'S NAME

ARTICLE 16
SAFETY AND HEALTH

Section 1 - Working Conditions

A. The Employer shall provide and maintain safe working conditions for all employees. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with the Comprehensive Merit Personnel Act (D.C. Official Code section 1-620.01 *et seq.*, as amended (2012 Repl.)).

Section 2 - Corrective Actions

A. If an Employee observes a condition that he or she reasonably believes to be unsafe, the employee shall report the condition to the immediate supervisor and the OAG Risk Manager Specialist.

B. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee and contact the Risk Manager Specialist as necessary. If the supervisor does not agree that the condition constitutes an immediate hazard to the health and safety of the employee, the employee may immediately refer the matter to the next level supervisor or designee. The

supervisor or designee shall meet as soon as possible with the employee and his/her Union representative to make a determination of final actions to be taken, if any.

C. Employees shall be protected against penalty or reprisal for reporting an unsafe or unhealthful working condition or practice, or assisting in the investigation of such condition or practice.

Section 3 - First Aid Kits and Defibrillators

A. Subject to budget, Employer shall make first-aid kits reasonably available for the use of all employees in case of on the job injuries.

B. The need for additional first-aid kits is an appropriate issue for the Risk Assessment and Control Committee recommendation. Recommendations of the Risk Assessment and Control Committee will be referred to the Attorney General or his/her designee.

C. Employer shall provide accessible defibrillators meeting the applicable standard of care on each floor where OAG controls its own office space.

D. Employees who have been identified by the Risk Management Specialist as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government risk standards shall receive appropriate health screening. In the absence of District Government risk standards, the OAG Risk Manager will refer to standards established by other appropriate authorities such as OSHA, NIOSH or the EPA.

Section 4 – Excessive Temperatures in Buildings

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in a building. The Employer shall make this determination as expeditiously as possible. In lieu of dismissal, the Employer may authorize employees affected by excessive temperature conditions to telecommute until the condition abates. Administrative leave shall be granted if authorized by the Mayor or his or her designee.

Section 5 – Maintenance of Health Records

Medical records of employees shall be maintained in accordance with the applicable provisions of law. Medical records shall not be disclosed to anyone except in compliance with applicable laws, rules and regulations relating to the disclosure of information. Copies of rules relating to medical records and information shall be made available to the Union.

ARTICLE 17
INFORMATIONAL REPORTS ON EMPLOYEES

Upon request, and at least annually by December 31st of each year, Employer shall provide the Union a list of bargaining unit members that includes the name, grade, step, title, hire date, organizational unit, assignment, location, contact information (including work address, telephone number and fax number) and bargaining unit status of each bargaining unit employee. The Employer shall maintain the Union on the regular distribution list for the New Hires and Resignations Report, which shall be updated at least quarterly. The Employer shall include the Union status on the New Hires and Resignations Report provided to the Union.

ARTICLE 18
FITNESS FOR DUTY

The Employer agrees to comply with applicable District law and controlling regulations concerning fitness for duty.

ARTICLE 19
REQUESTS FOR INFORMATION

Consistent with law and upon request of the Union, the Employer shall provide relevant information that the Union needs to perform its duties in grievance processing and collective bargaining negotiations.

ARTICLE 20
EMPLOYEE USE OF INFORMATION TECHNOLOGY

Section 1 – New Technology

Whenever the Employer proposes to acquire or implement equipment or technological changes that may adversely impact employees in the bargaining unit, the Employer shall notify the Union and, when requested, bargain over any adverse effect. Appropriate training for affected employees that will enable them to maintain their present job status shall be among the principal considerations as part of such bargaining. The Employer shall provide training for affected employees to acquire and maintain the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours. The Employer shall bear the expense of the training. The Employer shall provide training for employees who had previously not been required to use existing technology but who are then required to do so.

Section 2 – Electronic Mail Use

The parties acknowledge that D.C. Government-provided electronic mail (email) services are to be used for internal and external communications that serve legitimate government functions and purposes. Employees are expected to be familiar with the D.C. Government's Email User Policy. The parties agree that employees are allowed to use email on a limited basis for personal purposes, but such use should be limited to non-work time and should not interfere with the

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

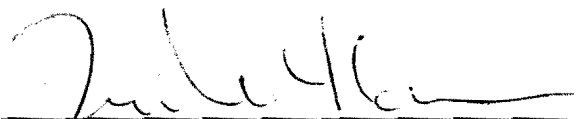
This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by 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.

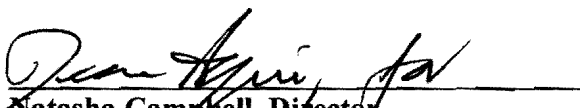
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



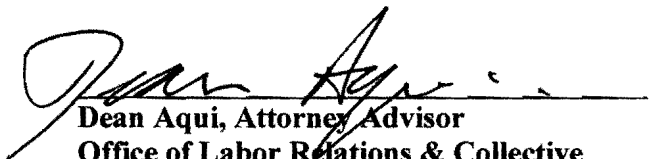
**Irvin B. Nathan, Attorney General
Office of the Attorney General**



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



**Natasha Campbell, Director
Office of Labor Relations & Collective
Bargaining**

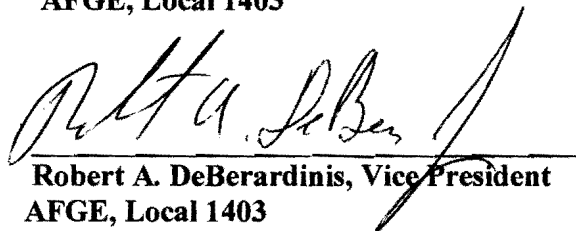


**Dean Aquino, Attorney Advisor
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**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**



**Shana Frost, Acting President
AFGE, Local 1403**



**Robert A. DeBerardinis, Vice President
AFGE, Local 1403**