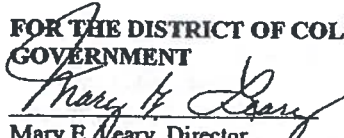


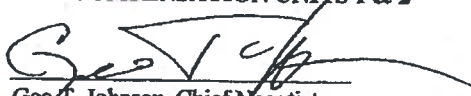
Further, the contracting parties agree that amounts hereafter designated through collective bargaining for classification and compensation collaborative review under the terms of the FY 2004 to FY2006 Compensation Units 1 and 2 Agreement, shall be accorded similar treatment for purposes of implementation. 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. Neary, 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

WORKING CONDITIONS BARGAINING AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE DISTRICT OF
COLUMBIA**

AND

**THE DISTRICT OF COLUMBIA NURSES
ASSOCIATION**

(COMPENSATION UNIT 13)

EFFECTIVE

FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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PREAMBLE

SECTION A:

This Agreement is entered into between the District of Columbia, hereinafter referred to as the Employer or Management or District, and the District of Columbia Nurses Association, hereinafter referred to as the Union, the Association, or DCNA, and covers employees in Compensation Unit 13 who are represented by DCNA. The Employer and Union are jointly referred to herein as "the Parties".

SECTION B:

1. This preamble is intended to provide the background and purpose of the collective bargaining agreement (Agreement herein). Alleged violations of the Preamble per se will not be cited as contract violations.
2. The Employer and the Union recognize the need to provide professional, efficient nursing services to the public and to maintain and increase the quality of the nursing services. The Parties mutually agree to continue working toward this goal. The Parties have been afforded the opportunity to put forth all their proposals and to bargain in good faith. The Parties agree that this Agreement expresses the result of their negotiations and affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the Agreement or such proposals are entertained by mutual agreement of the Parties.

SECTION C:

1. The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.
- 2, Now therefore, in consideration of the mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows:

RECOGNITION

SECTION A:

The District of Columbia Nurses Association has been certified as the exclusive collective bargaining representative for the following appropriate unit (the Unit) herein:

"All full-time registered nurse positions at all agencies under the personnel authority of the Mayor of the District of Columbia and the District of Columbia Child and Family Services Agency, , management executives, confidential employees, supervisors, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in

administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978."

SECTION B:

Should the Public Employee Relations Board certify or modify any collective bargaining unit as under the exclusive collective bargaining representation of DCNA, the District of Columbia will recognize the DCNA as such. The parties shall proceed promptly to negotiate concurrently any working conditions, other non-compensation matters, and coverage of the compensation agreement.

SAVINGS

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or any other competent authority, such decision shall not invalidate the entire Agreement it being the intent of the parties that all valid provisions shall remain in full force and effect.

Upon such an occurrence both parties will, if appropriate, immediately meet and enter into negotiations of the specific portion of the Agreement declared illegal by law to arrive at a substitute clause for the invalidated section.

DURATION

This Agreement shall be in full force and effect from the date this Agreement is signed by the Mayor. This Agreement shall be implemented in accordance with the requirements of the District of Columbia Comprehensive Merit Personnel Act of 1978, as amended, D.C. Official Code Section 1-617.15. (2001 Ed.). The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice at least ninety (90) days and not more than 180 days prior to the stated termination date of its desire to renegotiate this Agreement. Upon a mutually agreeable date, after notice of the renegotiation is given and all legal procedures have been followed, the parties will exchange proposed changes in the contract simultaneously.

FINALITY OF AGREEMENT

The Parties acknowledge that this Agreement represents the complete agreement of the Parties arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual agreement of the parties.

PART I: NON-COMPENSATION

ARTICLE 1: UNION SECURITY AND DUES DEDUCTIONS

SECTION A:

The terms and conditions of this Agreement shall apply to all employees in the Bargaining unit without regard to Union membership. Employees covered by this Agreement have the right to join or refrain from joining the Union.

SECTION B:

Consistent with D.C. Official code (2001 ed.), Management agrees to deduct dues from each employee's bi-weekly pay upon authorization on D.C. Form 277 or other appropriate form. An Employee's Dues Authorization Form along with Form 277, or other appropriate form, shall be forwarded to the Office of Labor Relations and Collective Bargaining. Dues withholding authorization may be cancelled upon written notification to the Union and Management. When Union dues are cancelled, Management shall withhold a service fee in accordance with Section C of this Article.

SECTION C:

The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of 10 cents per deduction per pay period.

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, and as provided by D.C. Official Code §§ 1-617.07 and 1-617.11(a), upon the Union's request that employees who do not pay Union dues shall pay a services fee amount (not to exceed Union dues) consistent with law, the Employer shall withhold the requested service fee. The Union retains the sole responsibility to develop and maintain procedural safeguards consistent with existing applicable law with regard to the administration of the payments of service fees.

SECTION D:

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

SECTION E:

The Union shall indemnify, defend and otherwise hold the Employer harmless for mistakes, omissions, timely deductions made or not made, etc., for deductions provided to the Union under this Article. Should any employee pursue a claim for recovery of any monies, it shall be a matter solely between the Union and the employee. Whenever it has been shown that the dues or service fees have been incorrectly deducted and forwarded to the Union, the Union shall refund them. The District Government shall only be liable to the Union for any dues or service fees deducted from the employee's pay.

SECTION F:

1. The service fees for bargaining unit employees who are not members of the union shall be equal to the proportionate share of the Union's costs of negotiating and administering the collective bargaining agreement and adjusting the grievances and disputes of collective bargaining unit employees.
2. Employees hired subsequent to the effective date of this Agreement when a service fee is in effect shall normally have the service fee of Union dues withheld no later than the beginning of the third pay period after his/her date of entry on duty.
3. The Union shall be solely responsible for providing notices to bargaining unit employees who are not members and for maintaining procedures consistent with the constitutional rights of employees. Should the Union's annual "Hudson Plan" result in any challenges or objections, the arbitration award shall establish the amount of service fees for non-member employees. The Union shall annually, on the first Monday in January, notify management of the pro-rata amount to be paid for service fees and the results of any arbitration award should it result in a change in service fees payable by any unit member.

SECTION G:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or a service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in arbitrations, grievance or adverse action proceedings in accordance with provisions of the CMPA.

ARTICLE 2: EMPLOYEE LISTS

Upon written request, the Employer, through the Office of Labor Relations and Collective Bargaining, shall furnish the Union a list of all employees in the bargaining unit including:

1. responsibility center;
2. last name, first name;
3. position title;
4. grade/step;
5. tour of duty;
6. DC appointment date; and
7. termination date, code and reason for termination In addition, on a monthly basis the Agency shall supply a list of new hires and separations.

ARTICLE 3: UNION RIGHTS

SECTION A: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

1. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to:
 - a. Post Union notices on designated bulletin boards;
 - b. Transmit communications authorized by the Union's Executive Director to the Employer or its representative;
 - c. Consult with the Employer, his/her representative, District or local officials, other Union representatives or employees, concerning the enforcement of any provisions of the Agreement.
2. Any collection of Union dues on the Employer's premises, solicitation of membership and distribution of literature shall be confined to the non-working time of all employees involved, except as provided below.

SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES

The Employer agrees that authorized representatives of the DCNA shall have access to the premises of the Employer during working hours to conduct Union/Management business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause a minimum disruption of work activities. If the time requested in the notice is not possible, the visit will be rescheduled within three (3) working days for a specific date and time.

SECTION C: BULLETIN BOARDS

1. The Employer agrees to provide bulletin board space where notices of official Union matters may be posted by the DCNA. Provisions will be made for DCNA use of space on existing bulletin boards in all bargaining unit facilities.
2. Notices shall not contain any political, derogatory or libelous statements or materials. The Agency agrees to notify the Union upon determination that such materials violate this section. The Union agrees to remove any material in violation of this Section not more than three (3) working days from the Department's request.

ARTICLE 4: BARGAINING UNIT REPRESENTATIVES

SECTION A: BARGAINING UNIT REPRESENTATIVES

1. Unit representatives shall be designated by the Union and shall be recognized as employee's representatives. The Union shall supply the labor liaison at each agency with lists of names of unit representatives and areas of assignments, which shall be posted on appropriate bulletin boards. Copies of such lists shall also be provided to the Office of

Labor Relations and Collective Bargaining (OLRCB). The Union shall notify the labor liaison at each Agency of changes in the roster of representatives within ten (10) days of such change. A copy of such changes shall also be provided to the OLRCB.

Representatives are authorized to perform and discharge representational activities and responsibilities, which may be assigned to them under the terms of this Agreement. In the event such performance would require the employee to leave his/her post of duty, he/she must first obtain the permission of his/her immediate supervisor and the supervisor in the area he/she will visit to permit scheduling that will cause a minimal disruption of work activities. Requests for official time must be submitted on the form that is attached hereto as Appendix A.

2. Union representational rights, as established by the Agreement, will be extended only to those individuals designated on those lists provided to Management as referenced in this Article. For the purpose of this Agreement, the term "Union Representatives" and 'bargaining unit representatives' includes Union stewards and officers.

SECTION B:

In assigning Representatives, the Union will make every effort to designate an equitable distribution of Representatives. The Union will work toward establishing an equitable distribution of representatives at the division level.

SECTION C:

Any leave of absence for bargaining unit business shall be in accordance with the contract. The Employer has the right to grant or deny leave of absence (without pay) or annual leave for the purpose of attending a Union sponsored convention, caucus, conference, or training seminar. Employees must submit a request for leave of absence (without pay) or annual leave two (2) weeks prior to the date of such event. The Employer may grant leave only if the employee can be released from his/her duties at that time.

SECTION D:

1. The Agency shall provide Union representatives official time in the manner hereinafter described to receive, investigate, prepare and present grievances. For purposes of this Article, preparation does not encompass drafting, editing, or legal research of arguments, briefs or memoranda involving matters before an arbitrator, administrative forum or court.
 - a. When it is necessary for contacts to be made between employees and Union Representatives in connection with the prosecution of a grievance/complaint the Union representative who desires the meeting shall request authorization from his/her immediate supervisor to be relieved from duty for this purpose. Such request will include a general statement regarding the nature of the meeting (i.e. to process a grievance/complaint) and notification of the location to be visited.

Requests for official time must be submitted on the form that is attached hereto as Appendix A.

- b. If it is necessary for an employee to leave his/her immediate work area, the employee shall contact the supervisor of the employee's work area who he/she is contacting. The supervisor shall advise the employee if the employee to be contacted can be relieved of his/her duties. Such arrangements, as described above, shall be coordinated prior to the requesting employee leaving his/her work area. Upon return to his/her work area, each employee shall report to his/her supervisor that he/she is ready to return to his/her tour of duty.
 - c. Upon request, employees shall be granted administrative leave, to be estimated in advance, upon individual request within their scheduled working hours to present their own grievances or complaints to Management consistent with the D.C. Official Code § 1-617.06 (2001 Ed.).
 - d. Union stewards shall be granted official time authorized as administrative leave, to be estimated in advance, to investigate, receive, and present grievances or complaints in accordance with the negotiated grievance procedure.
- 2. The Department agrees that permission for Union representatives/employees to conduct Union representational activities as defined in Section F below will not be unreasonably delayed; however, the Union recognizes that workload and scheduling considerations will not always allow for release of Union representatives/employees from their assignments, nor shall the presentation or receipt of a grievance or complaint interfere with the performance and reporting requirements of employees. Supervisors disapproving official time for representational activities shall provide a written statement setting forth the reasons therefore, notwithstanding the language on the Official Time Form.
 - 3. The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than one (1) Union/employee representative, provided that one (1) DCNA staff member may also attend at any step. However, one (1) additional person may attend for training purposes.

SECTION F:

Bargaining unit business as used in this Article is defined as follows:

- 1. Preparation and presentation of grievances and appeals.
- 2. Consultation between Union representatives and authorized management officials affecting employees in bargaining unit.
- 3. Representation on committees established under this agreement.
- 4. Representation on the Partnership Council or committees, subcommittees or task forces established by the Council.
- 5. Preparation, investigation and participation in matters before the Public Employee Relations Board.

SECTION G:

In no case will internal Union business be conducted on official time, but rather the employee must request annual leave or leave without pay for internal Union business or Union-only training. The Employer recognizes however, that Union members may be authorized administrative leave to attend contract ratification meetings.

SECTION H:

Where committees are established pursuant to this Agreement, the Union will provide the Employer with a list of bargaining unit members and alternates designating the committee(s) they will serve on. The Union shall notify the Employer of changes in the list within ten (10) days of such change. Committee representation shall be provided only to those members and alternates designated on such list.

SECTION I:

The Employer shall endeavor to locate two (2) excess file cabinets near the program area of the union president for the exclusive use of the Union. Should the union desire to have a facsimile machine and separate line for the exclusive use of the Union, the Union shall contact the Labor Liaison and arrange to have it installed and maintained at the expense of the Union.

ARTICLE 5: DISCRIMINATION

SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

1. Management and the Union agree to cooperate in providing equal employment opportunity for all members of the bargaining unit. The Employer pledges to ensure enforcement of the D.C. Human Rights Law, D.C. Official Code Section 2-1401, et seq. (2004).
2. Alleged violations of this Article shall be subject solely to the provisions of Equal Employment Opportunity Rules Governing Complaints of Discrimination in the District of Columbia Government, 31 D.C. Reg. 56 (January 6, 1984), and are not grievable under the grievance/arbitration provisions of this collective bargaining agreement.

SECTION B: SEXUAL HARASSMENT

No employee shall be subject to sexual harassment. A statement of commitment to this principle will be posted where notices to employees are generally posted. Complaints of sexual harassment will be brought to the appropriate management official's attention and will be expeditiously investigated. If, after a claim of sexual harassment is resolved, the employee feels unable to continue in his/her job he/she may apply for a transfer; transfers will be accomplished in accordance with applicable regulations and this Agreement.

ARTICLE 6: STRIKES AND LOCKOUTS

1. It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District. The term "strike" as referred to herein means a concerted refusal to perform duties or any concerted work stoppage or slowdown not authorized by the Employer. The Union agrees that it has an affirmative duty to disavow any strike, and to publicly encourage employees to return to work, in accordance with the Comprehensive Merit Personnel Act, D.C. Official Code Sections 1-617.04 and 1-617.05.
2. No lockout of employees shall be instituted by the Employer during the term of this Agreement, except that the Employer retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

ARTICLE 7: ORIENTATION

SECTION A: GENERAL ORIENTATION

1. New nurses shall be given general orientation for bargaining unit employees followed by specific orientation to the program area assigned. General orientation shall include, but not be limited to the following:
 - a. An explanation of the organizational structure of the Agency;
 - b. The Agency's policies and procedures as they relate to the performance of the employee's duties;
 - c. Legal rights of clients and staff including HIPAA; and,
 - d. Familiarization with allied patient services and employee benefits.
2. All unit orientations for newly assigned/reassigned nurses will vary in length of time depending on the area and individual nurse's ability and experience as determined by the nurse's supervisor.
3. Orientation of nurses will include orientation to all units to which the employee is assigned.
4. When the Agency contemplates the assignment of the employee to a different work area/location or unit, the Agency shall provide unit specific orientation
5. The orientation program shall be structured and in writing to allow monitoring of the implementation and the progress of the employee.
6. Rehires and inter- or intra-agency transfers will receive orientation as required. Such orientation period may vary depending on the experience of the nurses.

SECTION B: STAFFING PATTERN

For the purpose of patient coverage, a nurse being oriented is not to be considered as a regular staff member in the staffing pattern of the unit.

SECTION C: UTILIZATION

A nurse being oriented is not to be utilized during her orientation period to provide coverage. A nurse can only be utilized before the conclusion of their orientation period during an emergency situation as defined by Article 28 of this Agreement.

SECTION D: ORIENTATION MATERIALS

Appropriate materials shall be provided for review. Orientation schedules will include an outline of the content to be included.

SECTION E: UNION ORIENTATION

A Union representative will be given thirty (30) minutes during orientation to explain the role and status of the Union to new employees. The Union will provide each new employee with an orientation package including the current contract, membership application and other literature regarding the Union. Management shall notify the designated representative of DCNA of the orientation schedule no later than fourteen calendar days prior to the date of orientation.

SECTION F: AGENCY REFERRALS

1. The Employer recognizes that it may receive referrals from other agencies, resulting in the assignment of additional duties to bargaining unit employees. The Employer shall, prior to assigning bargaining unit employees referrals, provide thorough and complete orientation on the agency's policies, procedures, guidelines and protocols relating to all aspects of the referral (including legal requirements and court responsibilities, if applicable).
2. If extensive additional job duties are required due to the high acuity of referred clients, the supervisor will work with individual employees to provide additional orientation and determine the impact on scheduled caseload.
3. Management shall insure that nursing policies and procedures are promulgated and in effect throughout all divisions, offices and programs. Management shall insure that bargaining unit employees receive orientation on all relevant promulgated policies and procedures and are provided a copy of such.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

Upon the request of either party, there shall be labor-management committees for each Agency established and maintained during the course of this Agreement, which shall be comprised and function as follows:

1. The management side shall consist of either: the Agency Director or his or her designee, a representative of the highest level of nursing management in the respective Agency; and up to two other persons whose presence is determined by the Employer to be necessary for discussion of the agenda items. Additional participants may be added by the Agency if necessary for discussion of agenda items, but the number shall not be unreasonably large.
2. The Labor side shall consist of the Chapter Chairperson, the DCNA representative responsible for collective bargaining with the Employer, and up to two persons whose presence is determined by the Union to be necessary for discussion of the agenda items. Additional employee participants may be added by DCNA if necessary for discussion of agenda items, but the number shall not be unreasonably large.
3. The Committee shall meet upon the request of either party at a mutually agreed upon time that will assure attendance of the Committee members.
4. At least five (5) working days before the scheduled meeting date, the Parties shall exchange agendas listing the subjects proposed for discussion. The agenda may be amended upon notice at least two (2) days in advance. The parties shall try to avoid postponing the meetings. The scheduled meetings may be cancelled by either party if an agenda is not presented five (5) working days in advance of said meeting.
5. Topics for discussion may include any issue relating to working conditions that could affect members of the bargaining unit. Grievances may be discussed upon mutual agreement. Nothing shall be agreed to in these meetings that will have the effect of altering or amending the Agreement.
6. Reasonable efforts will be made to schedule committee and subcommittee meetings on working time of all members. Union officials who are scheduled to work at the time of a meeting will receive appropriate time to attend meetings, including if necessary, meetings in Section 7 of this Article. In no case, will overtime be paid to anyone as a result of the implementation of this Article.
7. If necessary, based on the mutually agreed upon need to address District- or Agency-wide issues, labor-management meetings may be convened. The Committee members for the respective sides shall consist of all individuals referenced in Subsections 1 and 2 above.

ARTICLE 9: MERIT PROMOTION

SECTION A:

Bargaining unit vacancies and promotion opportunities shall be filled in accordance with D.C. government rules and regulations, and this Agreement, as applicable.

SECTION B: POSTING

Vacancy announcements shall be posted by the Employer within five (5) working days after receipt from the District of Columbia Office of Personnel.

SECTION C:

1. Any unit member who applies for a vacancy in a higher graded position will be considered for that position if he/she is qualified, in accordance with established rules and regulations and this Agreement.
2. Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job.

SECTION D:

1. Where two of the best qualified candidates for unit positions are equal, as determined by the Department, the employee with the longest continuous service as a registered nurse with the Department or its predecessors, or Federal government agencies as presently recognized will be selected.
2. Upon any selection from a list of best qualified applicants for bargaining unit positions, the Union, upon request, shall be notified of the result and rationale of the selection.

SECTION E:

No employee may grieve non-selection unless there has been a procedural violation of the D.C. government rules and regulations and/or this Agreement. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

ARTICLE 10: WORK SCHEDULE

PART 1: WORK SCHEDULES FOR EMPLOYEES IN CLINICAL WORK AREAS SECTION

SECTION A: POSTING OF WORK SCHEDULES

1. Time schedules are to be posted at least five (5) to eight (8) weeks in advance. If, due to an unavoidable emergency in which the scheduler is unable to provide minimum coverage for patient care, the scheduler may request employees to work different shifts than those originally posted. Volunteers must be solicited before making such changes. At least five (5) calendar days' notice will be given for involuntary changes. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action. An emergency is not chronic or recurring shortages of staff.
2. All requests for extended annual leave are to be submitted prior to the posting of a work schedule.

3. Thereafter, nurses requesting annual leave or sick leave (for scheduled appointments) must make their own arrangements for replacements without the use of overtime. The scheduler will assist the nurses in emergency situations.

SECTION B: GUARANTEE OF WEEKENDS OFF

The Employer will schedule each nurse every other weekend off. This provision shall be suspended under emergency situations or upon mutual agreement between individual employees and the Employer. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action. For the purposes of this section, the term "weekend" shall mean Saturday and Sunday. The determination of whether a shift is considered a Saturday or Sunday shift shall be in accordance with existing practices.

PART 2: WORK SCHEDULES FOR EMPLOYEES IN NON-CLINICAL WORK AREAS

SECTION A: SHIFT SCHEDULING

1. Management has the right to establish work schedules to satisfy the District's needs to provide services. The Employers will notify the Union at least thirty (30) days prior to the implementation of new work schedules, and will upon request, bargain to the extent permissible by law. However, in applying this provision, the Employer will give consideration to accommodating employees with special needs relating to their work schedule. Requests for such accommodation shall be made in writing, to the employee's immediate supervisor, within five (5) days of notification of the new work schedule.
2. Where permanent shifts exist or are established, qualified volunteers shall be considered. In the event that more than one (1) qualified volunteer requests placement in the available permanent shift, selection shall be based on seniority (entrance on duty (EOD) date). The most senior volunteer, as indicated above, shall be placed in the available permanent shift.

PART 3:

SECTION A: ALTERNATIVE WORK SCHEDULES

1. Prior to implementing an alternative work schedule, the Employer shall notify the Union and, upon request, bargain to the extent permissible by law. Overtime premium pay will be paid in accordance with the AWS policy. Other premiums shall be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will be earned at the same number of hours per pay period as for employees on five-day, forty-hour schedules and will be charged on an hour-by-hour basis.
2. Nurses who do not wish to work an alternative work schedule may request to maintain their regular schedule or request to be reassigned to another unit. The Agency shall make reasonable efforts to grant such requests, provided however, that granting the request will not disrupt service to the public.

SECTION B: LUNCH

Each employee scheduled to work at least eight and one-half (8.5) hour shifts shall receive a thirty (30) minute lunch break. Management shall assure that coverage for lunch breaks will be provided where necessary.

SECTION C: NEW PROGRAMS AND SERVICES

In the event that the Employer adds new programs, services, units or divisions, it shall negotiate with Union over the impact and effect on work schedules of bargaining unit members.

SECTION D: EMERGENCY SITUATIONS

The parties understand that work schedules may be temporarily modified to permit the Agency to more effectively respond during health-related incidents requiring increased nursing services to the public or in emergencies. In the case of emergency, such as flood, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, this Agreement shall not be deemed to apply in connection with reasonable measures taken by the Employer for the care and protection of patients, the public, the equipment and buildings, or reasonably necessary to repair and place the same in condition for occupancy.

SECTION E: FLEXIBLE SCHEDULE ARRANGEMENTS

To the extent possible, Management shall provide flexible work schedule arrangements to employees in its discretion.

ARTICLE 11: VACATION SCHEDULES

SECTION A: VACATION AND HOLIDAY TIME

Vacation Time - Annual Leave:

1. All vacation requests for prime time (May 15th September 15th) must be submitted by March 1st. Vacations will be approved or disapproved by April 1st. Vacation requests for non-prime time must be submitted no later than two (2) weeks before taking the requested vacation in compliance with Article 11, Work Schedule, Section A.
2. CFSA Vacation Time – All requests for leave to be taken from June 15th – September 15th must be submitted by April 1st. Leave will be approved or disapproved by May 1st. Leave requests for periods other than from June 15th to September 15th must be submitted no later than two (2) weeks before taking the requested leave in compliance with Article 11, Work Schedule, Section A.

Holiday Time:

1. Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by September 15. Holiday time will be approved or disapproved by October 15.
2. CFSA - Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by October 15. Holiday time will be approved or disapproved by October 31.
3. The Employer will make good faith efforts without resort to overtime to grant at least four (4) consecutive days off during the holiday period, to include scheduled days off, holiday, accrued compensatory time and annual leave.

SECTION B: ANNUAL LEAVE (THREE DAYS OR LESS)

A request for a short leave of absence shall be answered before the end of the work shift in which the request is submitted. Such requests shall be made during the first half of the shift.

SECTION C: GENERAL PROVISIONS

1. Leave shall be provided in accordance with the District Personnel Manual and this Agreement. Vacations should not be denied solely on the basis of failure of the employee to comply with the stipulated deadlines for submission of requests. However, if a conflict results due to a late request, the employee who submitted her request in compliance with the deadline will receive priority consideration for the requested time and will not have her approved vacation changed in order to accommodate a late request.
2. An employee will not be denied the opportunity to change a vacation request either before or after it has been approved. Such requests will not conflict with either approved or already submitted vacations.
3. Unless an employee asks to change her vacation, Management will not revoke an approved vacation except in emergencies, such as but not limited to, an unanticipated inability to meet critical minimum staffing needs, major disasters -- either natural or man-made -- or civil disturbances, and then only after consultation with the parties involved.
4. The Employer will consider individual employee circumstances in addition to the needs of the Agency when approving or denying leave requests.

ARTICLE 12: ADMINISTRATION OF OVERTIME

Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. On those occasions when there are more employees available than overtime, work will be assigned to the employees on the list on a rotating basis by length of service as a registered nurse in the Agency/Component, and by specialty. On those occasions when there are not enough volunteers available, overtime will be assigned to employees within the facility according to specialty on a rotating basis starting with the least senior person, except when the need of the program requires otherwise.

ARTICLE 13: OFFICIAL TRAVEL

SECTION A:

The employer agrees to reimburse each bargaining unit employee authorized to use his/her personal car for official business at the rate established for employees of the Federal Government.

SECTION B:

In the event that an employee who is required to travel away from an office environment utilizes his or her personal vehicle, the Department shall provide a government issued notification indicating that the employee is working on government business.

SECTION C:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment during the workday to perform official duties with a cellular phone or access to a cellular phone for the period that they are away from office. The Employer shall insure that the phone is properly equipped and maintained.

SECTION D:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be transported by a Government vehicle or public transportation or taxi as appropriate.

SECTION E:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be escorted by a security or special police officer if the employee has a reasonable belief that there is imminent threat of harm or danger.

SECTION F:

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 §§ 1-411 — 1-416) (2001 ed.) The 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.

SECTION G:

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. § 3721).

SECTION H:

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.

SECTION I:

The Employer agrees that employees using public transportation for official business shall be provided bus tokens, fare cards or reimbursements.

ARTICLE 14: GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A: GENERAL

1. This procedure is established for use in the resolution of grievances. The term "Grievance" means a complaint by an employee of the bargaining unit that there has been a violation, misinterpretation or misapplication of this Agreement, or the Compensation Agreement, or a violation, misinterpretation or misapplication of the Agencies or District of Columbia rules, regulations or procedures which adversely affects the bargaining unit member's terms and conditions of employment.
2. No step of this procedure may be skipped except by mutual consent. The time limits set forth in this Article may be extended only by mutual consent.
3. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism including the Office of Employee Appeals.
4. If otherwise in a duty status, the employee and his or her Union representative, if employed by the District Government, are entitled to a reasonable amount of official time to present and pursue the grievance.
5. A copy of all grievances filed at step 2, or above will be submitted simultaneously to the Agency's labor liaison. A copy of all grievance replies and information requests under section B, Step 2 will be submitted simultaneously to the DCNA Office.
6. Work days for purpose of filing or processing grievances only shall mean Monday through Friday.
7. Grievances may be filed by the Union alleging a contract violation of general applicability. Union grievances shall be filed at the appropriate step of the grievance procedure; that is, with the supervisor or other official whose alleged contract violation is at issue.
8. The parties, or their authorized representatives, have the authority to settle any grievance at any stage of the grievance procedure.

9. Issues of procedural arbitrability shall be presented first at the arbitration proceeding and must be decided before a hearing on the merits. Disputes concerning substantive arbitrability will be determined by the courts.
10. At the request of either party a meeting to discuss the grievance will be held at either Step 2 or Step 3 at the relevant agency.

SECTION B: PROCEDURE

Step 1: The aggrieved employee, with or without the Union representative, shall take up the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall respond orally to the Union representative (or to the employee in cases where the employee brought a grievance without the Union representative) within ten (10) working days. If the grievance is presented in writing, the response will be in writing.

Step 2: If the grievance is unresolved, it shall be presented in writing by the Union representative to the second level supervisor within ten (10) working days after the supervisor's response is due. The second level supervisor shall respond in writing to the Union representative within ten (10) working days.

Each grievance filed at Step(s) 2, 3, 4 and 5 of this procedure shall contain: (1) Date(s) grievance occurred; (2) Name of Union representative filing the grievance; (3) the date the grievance was filed; (4) Name(s) of grievant and work site; (5) Name of the management official with whom grievance was filed; (6) Nature of grievance; (7) Article(s) and section(s) of contract violated; (8) the remedy requested, and (9) any responses received.

Should the grievance not contain the above information, management shall specify in writing, to the Grievant and the Union representative the information required to correct the grievance. The Grievant or Union representative shall have ten (10) working days from receipt of notification to respond to the Step 2 official's request.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union Representative to both the Deputy Director or other appropriate Agency designee and the Administrator within fifteen (15) working days after the second level manager's response is due. The Deputy Director or other appropriate Agency designee or Administrator may convene an informal hearing prior to replying to the grievance, and shall respond in writing to the Union Representative within fifteen (15) working days after the date of hearing.

Step 4: If the grievance is still unresolved, it shall be presented in writing by the Union representative to the appropriate Agency Director within fifteen (15) working days after the response from Step 3, is due. The director or the director's designee shall reply in writing to the Union representative within thirty (30) working days.

Step 5: If the grievance is still unresolved, either party may, within twenty (20) calendar days after the reply at the previous step is due, invoke arbitration by written notice to the other.

The request for arbitration must be served on the OLR CB with copies to the Agency's labor liaison.

SECTION C: ARBITRATION

1. The parties agree on a list of three (3) arbitrators to hear and decide all grievances: Robert T. Simmelkjaer, Roger Kaplan, Joseph Sharnoff. One arbitrator will be assigned to each grievance referred to arbitration in the order listed starting from the first and proceeding to the last listed. Additional arbitrators may be added to, or an arbitrator deleted from, the list of arbitrators by the parties mutual written agreement. Once a grievance has been assigned to an arbitrator, the next grievance assigned to an arbitrator will be referred to the next arbitrator listed regardless of the resolution of the first grievance.
2. Once the arbitrator is appointed, no new or different claims may be submitted except by the mutual agreement of the parties.
3. The parties will make reasonable efforts to schedule hearings within 120 days of the demand for arbitration.
4. The decision of the arbitrator shall be final and binding on the parties, except as otherwise provided by law, and shall not be inconsistent with the terms of this Agreement. The arbitrator shall render his/her decision within, thirty (30) calendar days after the conclusion of testimony, argument, and/or after the filing of post-hearing briefs (whichever is later).
5. Expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the DCNA. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. The parties shall endeavor to reach mutual agreement concerning shared cost for transcription services. If the parties cannot agree to share the cost for transcription services, the party ordering transcription services shall arrange to have a copy provided to the Arbitrator. Hearing will be held at a location agreed to by the parties.

ARTICLE 15: CORRECTIVE OR ADVERSE ACTIONS

SECTION A:

Any corrective or adverse action shall be taken for just cause, in accordance with the current provisions of Section 1-617.51 of the Comprehensive Merit Personnel Act and Chapter 16 of the DPM.

SECTION B:

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

SECTION C:

A charge of AWOL is not a form of discipline but may result in corrective or adverse action when charged in a procedurally correct manner.

SECTION D:

Corrective or adverse actions may be grieved through the grievance procedure contained in this Agreement, or appealed to the Office of Employee Appeals (OEA), but not both. An employee's election to appeal to the Office of Employee Appeals shall be in writing, with copies to the Employer and the union, and shall be irrevocable.

SECTION E:

Any employee required to attend a disciplinary conference or investigatory interview which may result in discipline may elect to have union representation, if no union representatives are available, the meeting shall be rescheduled within three (3) workdays for a specific date and time. Such meeting can occur more than three (3) days later.

SECTION F:

If a disciplinary action is dismissed on procedural grounds, the disciplinary action and all references to it shall be removed from the employee's official personnel file and adverse action file. Should it be necessary for any record relating to the disciplinary action to be kept (e.g., risk management), the employee will be notified of the location and purpose of such record.

SECTION G:

Matters related to investigations and discipline shall be processed consistent with this Agreement, Chapter 16 of the DPM, applicable laws, regulations and existing policies.

ARTICLE 16: PERSONNEL FILE

Official personnel files shall be maintained in accordance with the procedures of Chapter 31 of the D.C. Personnel Rules, "Records Management and Privacy of Records."

1. An employee and her authorized representative shall be permitted to examine his or her personnel file upon request in accordance with Personnel Rules. The employee or his or her representative shall indicate in writing, to be placed in the file, that she has examined said file. Where an employee provides written authorization for his or her representative to review the employee's personnel file, the written authorization shall specify the documents and /or records to be disclosed or the degree of access permitted by the employee to the representative.
2. Only those personnel who have an official right and reason for inspecting an employee's file may do so. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and reason for said examination, except for persons filing documents in a purely clerical capacity and for use in conjunction with litigation, administrative hearings, and classification and compensation reform efforts.

3. Upon request Administrators shall continue to place in an employee's file, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature. In addition, all other pertinent information shall be placed in the employee's file. Management officials shall notify an employee of letters of appreciation or commendations that management received concerning said employee from the public or other District employees.
4. In accordance with the provisions of the guidelines and regulations of the District Personnel Manual, Chapter 31, Records Management and Privacy of Records, confidential inquiries and replies of any such material received from competent responsible outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file, upon the employee's request, after completion of the employee's probationary period of employment. In any event, this material shall not be used against the employee. This shall not apply to confidential medical information relevant to the employee's fitness to perform the duties of her position.
5. No material related to an employee's conduct, character or personality shall be placed in the official personnel folder unless it is signed and dated by the person submitting the information. The employee shall be made aware of information described in this paragraph being placed in the file. The employee shall have the right to answer any material filed, and the answer shall be attached to the file copy.

ARTICLE 17: EDUCATION

SECTION A:

1. In order to keep abreast of current practices in nursing and health care, employees are encouraged to apply for job related education and training. The Employer will seek to increase related educational opportunities and distribute such educational opportunities among all employees.
2. If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted prior to forty-five (45) calendar days before the approved training, Management shall make every effort to pay the funds prior to the training taking place.
3. If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted less than forty-five (45) calendar days before the approved training, Management shall make every effort to reimburse the employee within forty-five (45) days of the request.
4. On or about January 1 of each year, the District shall send a statement to all Agency Directors and managers indicating that the negotiated collective bargaining agreement entitles each bargaining unit employee to an annual training allowance provided for in Article 6, Section A.

SECTION B: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

The committee's training responsibilities shall also include the following:

1. Making recommendations regarding the specific needs for in-service education programs.
2. Receiving requests for the addition of programs or courses for nursing education. The committee will review and recommend programs for the education calendar.
3. Report quarterly on its activities and on available and proposed training and educational opportunities.
4. Develop a proposed training calendar of proposed training and educational opportunities to be offered by the Agency.
5. Reviewing education/training requests in accordance with the following procedures.
 - a. All training requests are to be submitted on Training Form 1 in accordance with agency procedures and time limits. If training is requested by the employee, the supervisor shall request approval or shall deny the request on the Form 1. Management shall respond to requests for leave related to obtaining a BSN or MSN degree or other health related graduate degrees within a reasonable time after receipt of the request. Management will not arbitrarily or unreasonably deny a request. If management denies a request, it will provide the employee a written explanation.
 - b. Requests for training shall be responded to within three (3) work days after the Form 1 is submitted.
 - c. Copies of all training requests, whether approved or denied, will be referred to the education committee on a quarterly basis. The committee shall review training requests and shall submit reports to the District, Commissioners and the Union on their findings and recommendations concerning operations of the training program.
 - d. The training committee shall have access to any available information concerning training, including sources and amounts of money available for training and education. They may recommend an in-service education program calendar, within their Agency, if appropriate.

SECTION C:

Educational leave denials may be grieved through the contract grievance procedure. Denial of administrative leave and annual leave to facilitate attendance at training relevant to the employee's employment constitutes a denial of educational leave. If the educational leave request

is denied the employee may grieve the denial within three (3) workdays of being notified of the denial at the step corresponding with the next grievance level above which the request was denied. The grievance may continue through succeeding steps on the three (3) day interval basis provided for in the preceding sentence. If the grievance reaches step 4, the Director or his/her designee shall respond within no more than ten (10) calendar days. Should the grievance go to arbitration, the parties will seek an arbitrator familiar with nursing education.

ARTICLE 18: TRANSFERS

SECTION A:

Bargaining unit members may submit requests for transfer or reassignment to other positions and work locations within the Agency in which they are employed.

SECTION B:

When vacancies occur in bargaining unit jobs, the Agency official responsible for maintaining the reassignment requests shall review the reassignment request file and shall notify employees who have requested reassignments to that position or work location that such vacancy exists. Nurses who are so notified will have an opportunity to timely submit a DC 2000 application to personnel. Applications solicited in this manner will be considered at the same time and in the same manner as other applications for that vacant position. Approved non-competitive transfers will be granted in order of request. In the case of ties, such transfers will be granted in order of longest service computation date.

SECTION C:

Requests for reassignment may be acted upon in the absence of a vacant position when the Agency official responsible for maintaining reassignment requests identifies situations in which a nurse is qualified and able to perform the work at the other work locations and nursing management officials at each location approve the reassignments.

SECTION D:

Reassignment requests will be reviewed in January and July. Reassignments or details, when necessary, shall be rotated in order of reverse seniority (as determined by individuals service computation dates) if there are no-volunteers; provided that the nurse has the appropriate qualifications to fulfill the duties of the position to which reassigned/detailed.

ARTICLE 19: HEALTH AND SAFETY

SECTION A:

The Employer shall provide and maintain adequate, safe and sanitary facilities in compliance with D.C. health and safety laws, licensure requirements and requirements of regulatory agencies. The Center for Disease Control guidelines are used to provide a central reference containing recommendations for preventing and controlling nosocomial infections.

SECTION B:

Any time a nurse is required to perform tasks which she believes would endanger her health, safety or well-being or that of the patient, she is to notify her supervisor or designee. If not resolved at that level, the nurse can bring the matter to the immediate attention of the next level of supervision. The nurse shall document the incident in the appropriate incident sheet, as determined by management.

SECTION C:

When clinics are closed for unsafe conditions or otherwise closed, nurses shall be reassigned or, based upon needs of the services as determined by the Employer, granted leave. If clinics are closed during the course of a workday and employees are reassigned, the employer will provide transportation to the assigned site, if needed.

SECTION D:

Issues involving environmental conditions will be reported and processed in accordance with agency procedures. However, if relief is not provided in a reasonable period of time, individuals may file grievances involving safety and health at Step 2, and proceed with the grievance through step 4, but may not invoke step 5.

SECTION E:

Nothing in this article shall prevent employees or the Union from filing reports under the D.C. Occupational Safety and Health plan in accordance with Title 21 of the CMPA, 1987 Repl. Vol. as amended.

SECTION F:

The Union may designate one (1) health and safety officer for each work site to facilitate the implementation of this Article. The Union shall provide each Department Director and labor liaison with the names of the respective designated Health and Safety Officer and alternate and will notify the Director and labor liaison of any changes in these designations.

SECTION G:

The Union shall have an opportunity to designate a representative and alternate to serve on each Committee which exists or may be established that addresses bargaining unit members' health and safety issues.

ARTICLE 20: INCLEMENT WEATHER

Nurses declared essential for work in weather emergencies shall report for duty as scheduled. Inability to report for duty as described above shall be considered in accordance with existing policies and practices on an individual basis.

ARTICLE 21: EQUIPMENT AND SUPPLIES

Routine patient care equipment and supplies (excluding personal use items such as watches) are to be furnished by the Employer and used by the nurses in the unit only for carrying out their duties. Any actual or perceived shortages or defects in equipment and supplies furnished by the Employer shall be brought to the immediate attention of nursing supervisors.

ARTICLE 22: PROFESSIONAL PRACTICE

SECTION A: NON-NURSING DUTIES

In support of the concept that patient care is the primary responsibility of registered nurses, management shall seek to minimize assignment of registered nurses to duties not related directly to patient care and the related documentation.

SECTION B: JOB DESCRIPTION

The Employer shall make available to each new nurse a copy of the written job descriptions. Nurses already employed may receive a copy of their job description upon request. The Department shall solicit the nurses' input while developing proposed changes in job descriptions.

SECTION C: POLICY MANUALS

Upon request the Union shall be provided a copy of applicable nursing policy manuals created or in effect by January 1 of each year, and as updated. The applicable nursing policy manual(s) shall be placed in all work locations where nurses are assigned.

SECTION D: SUBJECT MATTER OF MEETINGS

Matters related to staffing, non-nursing duties and professional nursing practice will be considered during labor-management meetings, in accordance with Article 9, "Labor-Management Committees, of this Agreement.

SECTION E: ASSIGNMENTS TO DUTIES REQUIRING SPECIAL TRAINING OR EXPERIENCE

1. The Employer shall not deploy, detail or assign bargaining unit registered nurses to perform duties where special training or experience is required without first assuring that the nurses currently possess the special training or experience needed to perform the duties or providing the necessary training to permit the nurses to successfully perform such duties; provided however, this provision shall not be interpreted to prevent the Agency from assigning nurses in emergencies. The parties recognize that registered nurses must adhere to statutory licensing and nursing requirements.
2. Orientation or training shall be provided for any new patient care procedure or new type of equipment to be utilized.

SECTION F: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

Within sixty (60) days of execution of this Agreement, the parties shall establish a Professional Practice Training Committee, which shall be comprised of representatives from each Agency and the Union. The Committee shall:

1. Assess the skills of bargaining unit nurses (including those with specialized training or experience);
2. Discuss Agency needs for nursing skills (including those that may be required intermittently, during health-related incidents requiring increased nursing services to the public, or emergencies);
3. Assess bargaining unit nurses training needs in light of anticipated or projected need for nursing services;
4. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for submission to each Agency concerning ongoing nursing training programs for bargaining unit nurses;
5. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for procedures that permit agencies to more effectively respond during health-related incidents requiring increased nursing services to the public, or emergencies.

ARTICLE 23: CIVIC DUTY

Volunteers shall be solicited first for civic duty jobs. If sufficient numbers of employees do not volunteer, each Administration shall assign nurses on the existing rotational basis. The District of Columbia will be responsible for reimbursement for services of nurses selected in accordance with this Section.

ARTICLE 24: IMPROVED BENEFITS

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive, shall not automatically be applied to such employees.

If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable, at the option of DCNA.

ARTICLE 25: WORK PERFORMANCE EVALUATION

SECTION A:

The parties agree that until a new performance plan is developed, as required by Section 1-613.53 of the D.C. Official Code (2001 Ed.), the rating plan currently in place will continue in effect.

SECTION B:

Every employee shall be carefully evaluated periodically, in accordance with District Personnel Manual, in order to promote effective and economical operation of the Government of the District of Columbia and to strengthen supervisory employee relations. Such evaluation shall be made with a view toward identifying deficiencies, taking corrective action, and providing recognition and incentive for outstanding performance of duties.

SECTION C:

1. An employee's request for an impartial review of a performance rating by D.C. Performance Rating Impartial Review committee must be in writing, outlining the reasons for his request, and submitted in quadruplicate.
2. Requests to this Committee must be filed within thirty (30) calendar days after the employee has been informed of his rating.

SECTION D:

An employee may elect to appeal the Impartial Review Board Committee's decision to the Office of Employee Appeals (OEA) in the manner specified in OEA's regulations or, if applicable, grieve the decision under the provisions of Article 15 of this Agreement.

SECTION E:

The District of Columbia Nurses' Association, in its capacity as a labor organization, may send an observer to hearings on performance ratings in accordance with the District Personnel Manual.

SECTION F:

1. All nurses in the bargaining unit shall be supervised and evaluated in the areas of nursing practice issues by Registered Nurse Managers/Supervisors. Bargaining unit nurses shall be supervised and evaluated by employees of the District of Columbia, consistent with law and regulation.
2. Before assigning a contract nurse as a charge nurse for any particular shift or unit, Management shall first determine whether any bargaining unit nurse on the unit qualifies for the assignment of charge nurse. If management determines that unit nurses are qualified, the assignment shall be made from among the qualified nurses.

ARTICLE 26: PRINTING COSTS

Each party is responsible for providing its stakeholders with copies of the Agreement.

**ARTICLE 27: REORGANIZATION, REALIGNMENT AND
PRIVATIZATION**

SECTION A:

Consistent with the D.C. Official Code, the District shall notify the Union no later than thirty (30) days prior to the implementation of any agency reorganization or realignment affecting bargaining unit employees and, upon demand, bargain the impact and effects of any such reorganization or realignment.

SECTION B:

If during the term of this Agreement, the Employer awards any contract that displaces bargaining unit employees, the D.C. Official Code §2-301.05b shall govern the rights of any bargaining unit employees

Signed and executed this ____ day of _____, 2017.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

FOR THE UNION

Lionel C. Sims Jr., Esq., Director
Office of Labor Relations and
Collective Bargaining

Edward J. Smith, Esq.
Chief Negotiator
D.C. Nurses Association

Dean Aqui, Supervisory Attorney Advisor
Office of Labor Relations and
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D. C. Nurses Association

Brenda Donald, Director
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Eboni Z. Gatewood-Crenshaw
Director of Human Resources
Child and Family Services Agency

Roger A. Mitchell, Jr., Chief
Office of the Chief Medical Examiner

Beverly Fields, Labor Liaison
Office of the Chief Medical Examiner

Andrew Reese, Director
Department on Disability Services

Jessica Gray, Labor Relations Specialist
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LaQuanda S. Nesbitt, MD, Director
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Earl Murphy, Labor Liaison
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Sudie Mae Seed, Labor Liaison
Department of Health Care Finance

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Timothy Traylor, Labor Liaison
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Quincy L. Booth, Director
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Paulette Hutchings-Johnson
Department of Corrections

Gregory Dean, Chief
Fire and Emergency Services Department

Steven N. Blivess, Esq.
Assistant General Counsel
Fire and Emergency Services Department

APPROVAL

This collective bargaining agreement between the District of Columbia Compensation Unit 13 and District of Columbia Nurses Association, dated _____, 2017, 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 _____ day of _____, 2017.

Muriel Bowser, Mayor

**COMPENSATION COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE APRIL 1, 2013 – SEPTEMBER 30, 2017

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 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.

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:

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.

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.

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.

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**

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.

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

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.

- 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.

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.

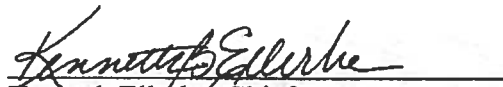
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

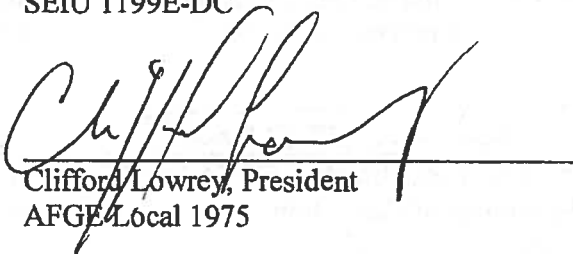
Mark Viehmeyer, Labor Liaison
Metropolitan Police Department



Lisa Wallace, Vice President
SEIU 1199E-DC



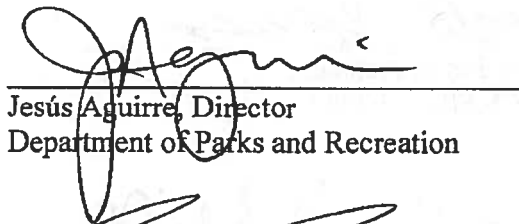
Kenneth Ellerbe, Chief
DC Fire and Emergency Medical Services



Clifford Lowrey, President
AFGE Local 1975

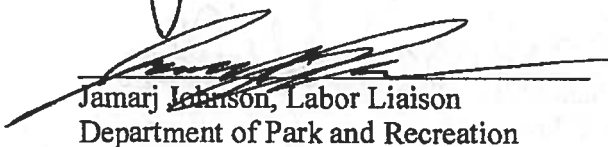
Brian Lee
DC Fire and Emergency Medical Services

Sabrina Brown, President
AFSCME Local 2401



Jesús Aguirre, Director
Department of Parks and Recreation

Reginald Walker, President
AFSCME Local 1200



Jamarj Johnson, Labor Liaison
Department of Park and Recreation



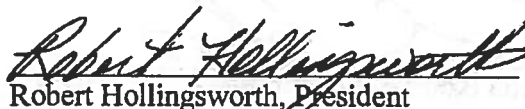
Cliff Dedrick, President
AFSCME Local 2743



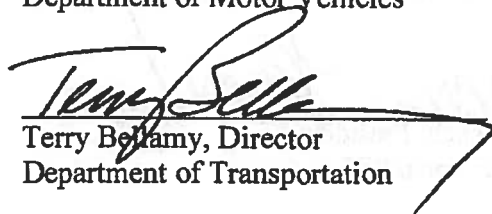
Lucinda Babers, Director
Department of Motor Vehicles

Kenneth Lyons, President
AFGE Local 3721

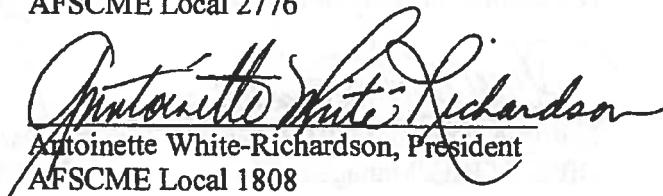
Odessa Nance, Labor Liaison
Department of Motor Vehicles



Robert Hollingsworth, President
AFSCME Local 2776



Terry Bellamy, Director
Department of Transportation



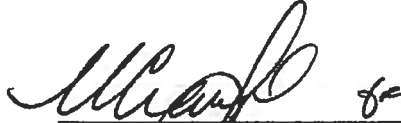
Antoinette White-Richardson, President
AFSCME Local 1808

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012

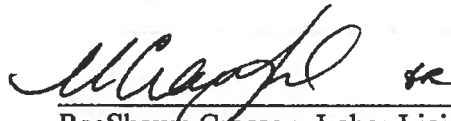
Amy Mauro, Labor Liaison
Office of Risk Management

Sheila Bailey-Wilson, President
AFSCME Local 709

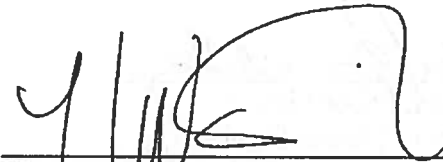


Emily Duso, Interim State
Superintendent of Education
Office of the State Superintendent
Of Education

Johnnie Walker, Representative
AFGE Local 3444



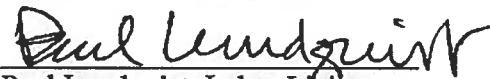
RaeShawn Crosson, Labor Liaison
Office of the State Superintendent
Of Education




Keith Washington, President
AFSCME Local 2092

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

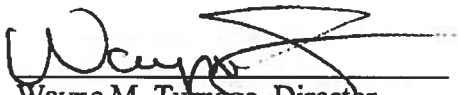
Mary Horne, President
AFSCME Local 2095



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


Gustavo F. Velasquez, Director
Office of Human Rights

Ayanna Lee, Labor Liaison
Office of Human Rights

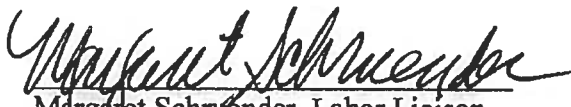


Lisa Maria Mallory, Director
Department of Employment Services

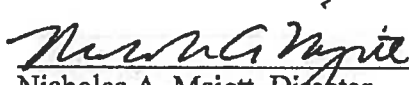
Rahsaan J. Coefield, Labor Liaison
Department of Employment Services



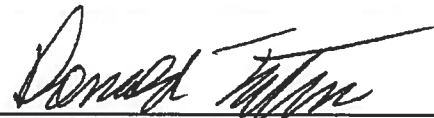
William P. White, Commissioner
Department of Insurance, Securities
And Banking



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



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



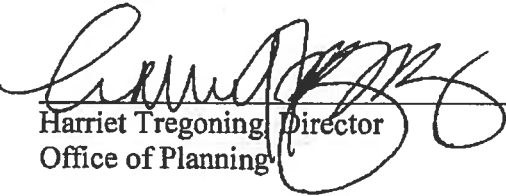
Donald Tatum, Labor Liaison
Department of Consumer and
Regulatory Affairs

Compensation Units One and Two Collective Bargaining Agreement

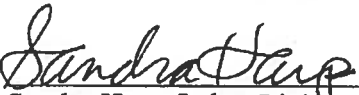
Signed: July, 2012

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

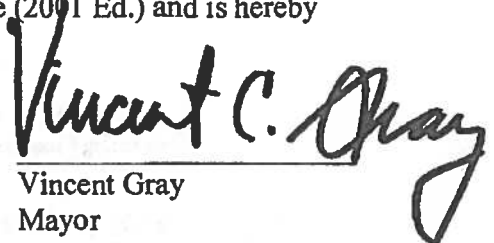
Angela Harper, Labor Liaison
Office of Cable Television

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

Christina Fleps, Labor Liaison
Office of the Chief Technology Officer

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 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 1 and 2, FY 2001-FY 2003 ("Compensation Agreement"), the District of Columbia Government and the Unions in Compensation Units 1 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.

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

COMPENSATION AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA

AND

THE OFFICE OF THE ATTORNEY GENERAL

AND

THE AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES, LOCAL 1403,

AFL-CIO

EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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PREAMBLE

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

ARTICLE 1 RECOGNITION

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

ARTICLE 2 WAGES

	FY 2018	FY 2019	FY 2020
% Increase	1.8%	1.8%	1.8%

SECTION A -- FY 2018:

The A-35 salary schedule for all bargaining unit employees will be increased by one and eight-tenths percent (1.8%) effective the first day of the first full pay period commencing on or after October 1, 2017.

SECTION B -- FY 2019:

The A-35 salary schedule for all bargaining unit employees will be increased by one and eight-tenths percent (1.8%) effective the first day of the first full pay period commencing on or after October 1, 2018.

SECTION C -- FY 2020:

The A-35 salary schedule for all bargaining unit employees will be increased by one and eight-tenths percent (1.8%) effective the first day of the first full pay period commencing on or after October 1, 2019.

The Union has agreed to forego any adjustments coming from the District's Classification and Compensation initiative for the term of this Agreement.

ARTICLE 2A BONUSES

SECTION A – FY 2018:

Each employee who receives an “Excellent” or substantially similar rating for the evaluation period ending August 31, 2017, shall receive a one and a half percent (1.5%) bonus. Each employee who receives an “Outstanding” or substantially similar rating for the evaluation period ending August 31, 2017, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2017, and in no event later than March 31, 2018. If Employer has not conducted a performance review for an employee by December 31, 2017, the employee shall be entitled to the bonus amount for FY 2018, established by the rating in the most recent annual performance evaluation, if any.

SECTION B – FY 2019:

Each employee who receives an “Excellent” or substantially similar rating for the evaluation period ending August 31, 2018, shall receive a one and a half percent (1.5%) bonus. Each employee who receives an “Outstanding” or substantially similar rating for the evaluation period ending August 31, 2018, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2018, and in no event later than March 31, 2019. If Employer has not conducted a performance review for an employee by December 31, 2018, the employee shall be entitled to the bonus amount for FY 2019, established by the rating in the most recent annual performance evaluation, if any.

SECTION C -- FY 2020:

Each employee who receives an “Excellent” or substantially similar rating for the evaluation period ending August 31, 2019, shall receive a one and a half percent (1.5%) bonus. Each employee who receives an “Outstanding” or substantially similar rating for the evaluation period ending August 31, 2019, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2019, and in no event later than March 31, 2020. If Employer has not conducted a performance review for an employee by December 31, 2019, the employee shall be entitled to the bonus amount for FY 2020, established by the rating in the most recent annual performance evaluation, if any.

ARTICLE 2B SATURDAY AND HOLIDAY PAY

Effective FY 2018, attorneys who are required to work on Saturdays or holidays to provide court coverage will receive straight time pay for all hours worked. Disbursements for Saturday and holiday pay will not exceed \$65,000.00 for any fiscal year of this Agreement. After disbursements reach \$65,000.00 in any one fiscal year, attorneys who are required to work on

Saturdays or holidays for the remainder of that fiscal year will receive compensatory time for the number of hours actually worked.

ARTICLE 3 BENEFITS COMMITTEE

SECTION A – General:

The parties herein agree to establish a Benefits Committee for the purpose of addressing the benefits of bargaining unit employees represented by the Union. The Union shall select two representatives to serve on the committee. The District of Columbia Human Resources office shall appoint at least one committee representative with authority to make benefits decisions. Within thirty (30) business days following the Council of the District of Columbia's approval of this Agreement, the Union shall contact DCHR's Associate Director of the Benefits and Retirement Administration to establish the Benefits Committee and meet to hold an initial meeting to review current benefits. Subsequently, the Benefits Committee shall meet at least twice during the 6-month period immediately prior to the expiration of any of the District of Columbia contracts for benefits implicated herein that is prior to the formal solicitation of bids from providers for such contracts as provided for in Section C3 below.

SECTION B – Purpose:

The purpose of the Benefits Committee shall be to address the benefits of employees in the Local 1403 bargaining unit and of other local unions that may join this committee and make recommendations to the Executive regarding those benefits. AFGE shall not have final decision making authority with regard to benefits. Differences in opinion arising from Benefits Committee meetings or the procurement process, including but not limited to vendor recommendations/selection and what benefits the District shall provide shall not be subject to grievance arbitration or any bargained or statutory resolution process.

SECTION C – Responsibilities:

The members of the Benefits Committee are authorized to consider all matters that concern the benefits of employees represented by the Committee. The Benefits Committee shall:

1. Monitor the quality and level of services provided to bargaining unit employees under existing Health, Retirement, Optical, Life, Disability, Indemnity and Dental Insurance Plans.
2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life, Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with D.C. Official Code, Chapter 6, Subchapter XXI.
3. DCHR will review with the Committee in advance the technical requirements in preparation for the formal solicitation of bids from providers in order for the Committee

to provide any comments and recommendations on the criteria for bids and preparation of solicitations for requests for proposals for DCHR's consideration. DCHR will highlight any changes or enhancements to existing benefit plans or programs reflected in the technical requirements. After DCHR has reviewed and considered the Union's comments and recommendations, the Committee shall meet in order for DCHR to inform the Union how or if DCHR will incorporate the Union's comments and recommendations in the final solicitation for bids.

4. Explore issues concerning the workers' compensation system that affect bargaining unit employees consistent with D.C. Official Code, Chapter 6, Subchapter XXIII (Public Sector Workers' Compensation).
5. DCHR shall notify the Committee by email after the award to providers but prior to implementation of any significant alteration of existing benefits programs, and proposed additional benefit programs to determine the extent to which they impact employees. Upon notification, the Committee shall notify the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns any Committee member has regarding the impact on bargaining unit employees.

SECTION D – Maintenance of Benefits:

Nothing herein shall be construed to reduce, modify or eliminate any benefits available to the bargaining unit employees prior to entering into this Agreement.

SECTION E – Additional Benefits:

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

ARTICLE 4 BENEFITS

Except as otherwise provided in this Agreement, the Parties hereby incorporate the following specific benefits provided under the Compensation Agreement between the District of Columbia Government and Compensations Units 1 and 2, FY 2013 – FY 2017

(Compensation Units 1 & 2 Agreement): Life Insurance; Health Insurance; Indemnity Insurance; Short and Long Term Disability Insurance; Optical and Dental Insurance; Annual, Sick and Other Leave; Pre-Tax Benefits; Retirement; Civil Service Retirement System; Defined Contribution; Deferred Compensation; Metro Pass/Monthly Transit Subsidy; Holidays; at least equal to the level of benefits provided to their general membership as the applicable benefits for bargaining unit members covered by this Agreement. To the extent that any successor Compensation Units 1 & 2 Agreement provides for higher levels of benefits than what is

provided for under this Agreement with respect to any of the specific or substantively related benefits listed above in this paragraph, the Parties agree to reopen negotiations for the sole purpose of renegotiating those specific benefits. In no event will the benefits stated in this Agreement be reduced through this process.

SECTION A -- Life Insurance:

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

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

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

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

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

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

Option C – Family. Provides \$10,000 coverage for the eligible spouse and \$10,000 for each eligible child; \$25,000 coverage for eligible spouse and \$10,000 for each eligible child; or \$50,000 coverage for eligible spouse and \$10,000 for each eligible child. Cost determined by age.

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

in coverage and level of benefits to other similarly situated District of Columbia bargaining unit employees.

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

SECTION B -- Health Insurance:

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

(a) The Employer may elect to provide additional health care insurance providers for employees employed after September 1, 1987, provided that additional insurance providers do not reduce the current level of benefits provided to employees. If the Employer decides to expand or reduce the list of eligible insurance providers, the Employer shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

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

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

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

SECTION C -- Optical and Dental:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement. 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 insurance providers, provided that additional insurance providers do not reduce the current level of

benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

SECTION D – Short and Long Term Disability:

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

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

3. The District may elect to provide additional Short and/or Long Term Disability coverage providers, provided that additional insurance providers do not reduce or substantively modify the current level of benefits provided to employees. If the District decides to expand or reduce the list of eligible disability insurance providers, the District shall give the Union notice of the additions or reductions after the award but prior to implementation.

SECTION E – Indemnity Benefits:

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

SECTION F – Annual Leave:

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

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

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

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

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

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

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

SECTION G – Sick Leave:

1. In accordance with District of Columbia Code §1-612.03 (2014 Repl.), a full-time employee covered by the terms of this Agreement may accumulate up to thirteen (13) sick days which accrues on the basis of four hours for each full biweekly pay period, and may accumulate up to thirteen (13) days in a calendar year.

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

3. An employee may use sick leave to:

(a) Seek medical attention and/or recover from illness or injury;

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

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

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

(e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking, domestic violence or sexual abuse as provided for under D.C. Official Code § 32-131.02(b)(4) (2014 Repl.).

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

SECTION II – 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)(2014 Repl.).

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a

State or Local Government to the extent provided in D.C. Official Code §1-612.03(l) (2014 Repl.).

3. Funeral Leave:

An employee is entitled to three (3) days of leave without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative in accordance with Funeral and Memorial Service Leave Amendment Act, D.C. Law 20-83, § 2(a), 61 DCR 176, effective February 22, 2014. In addition, the Employer shall grant an employee's request for annual, sick or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired. For purposes of this section "immediate relative" is an individual who is related to an employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt, uncle, grandparent, grandchild or similar familial relationship; or an individual for whom the recipient employee is the legal guardian; or a fiancé, fiancée or domestic partner of an employee, as defined in D.C. Official Code §32-701 (2014 Repl.) and related laws. For the purpose of leave certification, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate within ten (10) business days of the Employer's request.

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

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

6. Family Leave – Within any 12-month period, an employee is entitled to up to eight weeks of paid family leave for the birth or adoption of a child or to care for a family member (a person related by blood, legal custody, domestic partnership or marriage) with a serious health condition.

SECTION I -- Pre-Tax Benefits:

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

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

SECTION J – Retirement:

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

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

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

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

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

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

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

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

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

SECTION K – Holidays:

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

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) D.C. Emancipation Day, April 16th of each year;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;
- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year; and
- (k) Christmas Day, December 25th of each year.

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

SECTION L – Benefits Levels:

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

ARTICLE 5 COMPENSATORY TIME

SECTION A:

A lawyer who is required to work one or more hours outside his or her normal work hours may, whenever possible, request an equal amount of compensatory time from his or her supervisor before the work is performed. The decision to grant an employee compensatory time is at the discretion of management but shall not be unreasonably denied. The denial of a request shall be in writing and shall state the reason for the denial.

SECTION B:

Compensatory time may be approved for work that exceeds an employee's regular tour of duty, including:

- Extraordinary assignments
- Scheduled or special events
- Travel time outside normal work hours

SECTION C:

If the request is granted, the time will be recorded on the employee's records and may be used in the same manner that annual leave is used. However, accrued compensatory time off must be used by the end of the 26th pay period after the pay period during which it was earned. In no event will an employee be entitled to pay in lieu of compensatory time, except as expressly provided elsewhere in this Agreement.

ARTICLE 6
MONTHLY TRANSIT SUBSIDY

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

ARTICLE 7
MILEAGE ALLOWANCE METRO REIMBURSEMENT AND
ACCESS TO OFFICIAL GOVERNMENT VEHICLES AND TRANSPORTATION

SECTION A – Parking Spaces:

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

SECTION B – Mileage Allowance:

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

SECTION C – Use of Personal Vehicles:

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

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

SECTION D – Reimbursement for Use of Personal Vehicles:

Management shall not require an employee to use his/her personal vehicle for government purposes. In the event it becomes necessary for employees to use their personal vehicle for official government business, employees shall obtain prior approval from his/her immediate supervisor and shall be reimbursed for mileage and parking incurred consistent with District of Columbia rules, regulations and orders.

SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

Employees who must travel by taxicab or online vehicle (e.g. Uber or Zipcar) for official government business to a destination that is not reasonably accessible by Metro shall be reimbursed for their travel, provided that they receive prior authorization from an immediate supervisor for reimbursement.

SECTION F – Metro Fare Cards:

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

SECTION G – Availability of Fleet Vehicles:

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

ARTICLE 8 SICK LEAVE INCENTIVE PROGRAM

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

SECTION A – Accrual:

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

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

3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B – Employees in a Non-pay Status:

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

SECTION C – Procedure for Use of Time Accrued:

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

SECTION D – Use of Time Accrued:

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

SECTION E – Part Time Employees:

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

ARTICLE 9 ANNUAL LEAVE BUY-OUT

SECTION A – Payment for Annual Leave:

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

SECTION B – Computation:

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

**ARTICLE 10
BACK PAY**

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

**ARTICLE 11
WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS**

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

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

**ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES**

Grievance procedures shall be determined by the terms and conditions of Article 28 in the Non Compensation Agreement.

**ARTICLE 13
SAVINGS CLAUSE**

SECTION A:

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

SECTION B:

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

ARTICLE 14 DURATION AND FINALITY

SECTION A -- 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, 2020, or until a new compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1-617.17 (f)(1)(A)(i) (2012 Repl.).

SECTION B – Finality:

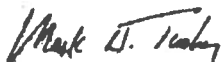
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues that were or could have been negotiated.

ARTICLE 15 INCORPORATION OF NON-COMPENSATION AGREEMENT

The terms and conditions of the Non Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2017 through September 30, 2020 (Non-Compensation Agreement), are incorporated herein by reference into this Agreement. The provisions of this Compensation Agreement shall control to the extent of any inconsistency.

On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



**Mark H. Tuohey, III, Director
Mayor's Office of Legal Counsel**

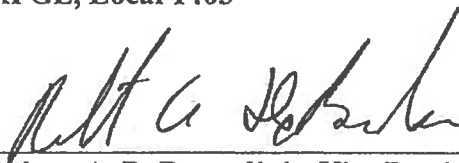


**Karl A. Racine, Attorney General
Office of the Attorney General**

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




**Steve Anderson, President
AFGE, Local 1403**




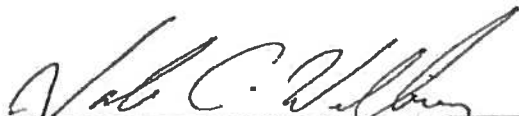
**Robert A. DeBerardinis, Vice President
AFGE, Local 1403**

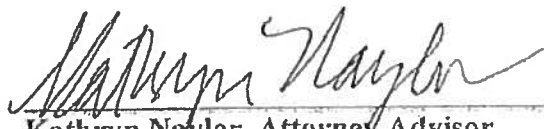
On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


Lionel C. Sims Jr., Esq., Director
Office of Labor Relations & Collective
Bargaining


Ronald R. Ross, Deputy Director
Mayor's Office of Legal Counsel

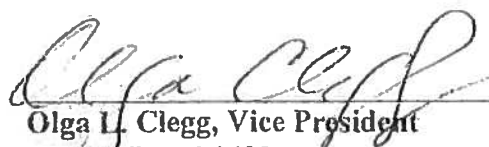

Nadine Wilburn, Chief
Personnel, Labor & Employment Division
Office of the Attorney General



Kathryn Naylor, Attorney Advisor
Office of Labor Relations & Collective
Bargaining

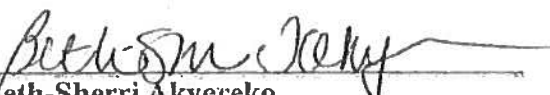

Kevin Stokes, Chief of Staff
Office of Labor Relations & Collective
Bargaining


Asha Bryant, Attorney Advisor
Office of Labor Relations & Collective
Bargaining

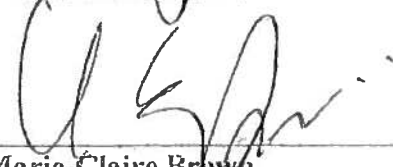
**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**


Olga L. Clegg, Vice President
AFGE, Local 1403


Anne Hollander
AFGE, Local 1403

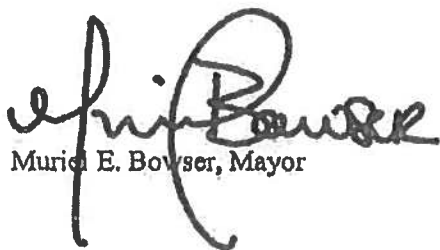

Beth-Sherri Akyereko
AFGE, Local 1403


Dave Rosenthal
AFGE Local 1403


Marie-Claire Brown
AFGE Local 1403

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated *10-31-2017*, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 16th day of *January*, ~~2017~~ ²⁰¹⁸.


Muriel E. Bowser, Mayor

District of Columbia Government Salary Schedule: Legal Services (Union)



Fiscal Year:	2020	Service Code Definition:	Attorneys (Includes both OAG and other agencies)
Effective Date:	October 13, 2019		
Union/Nonunion:	Union	Affected CBU/Service Code(s):	BQA A35
Pay Plan/Schedule:	LS (Legal Service)		
Peoplesoft Schedule:	LA0002		

% Increase: 1.80%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
09 \$	58,058	\$ 59,995	\$ 61,932	\$ 63,869	\$ 65,806	\$ 67,743	\$ 69,680	\$ 71,617	\$ 73,554	\$ 75,491	\$ 1,937
10 \$	63,945	\$ 66,076	\$ 68,207	\$ 70,338	\$ 72,469	\$ 74,600	\$ 76,731	\$ 78,862	\$ 80,993	\$ 83,124	\$ 2,131
11 \$	70,242	\$ 72,588	\$ 74,934	\$ 77,280	\$ 79,626	\$ 81,972	\$ 84,318	\$ 86,664	\$ 89,010	\$ 91,356	\$ 2,346
12 \$	84,199	\$ 87,007	\$ 89,815	\$ 92,623	\$ 95,431	\$ 98,239	\$ 101,047	\$ 103,855	\$ 106,663	\$ 109,471	\$ 2,808
13 \$	100,133	\$ 103,470	\$ 106,807	\$ 110,144	\$ 113,481	\$ 116,818	\$ 120,155	\$ 123,492	\$ 126,829	\$ 130,166	\$ 3,337
14 \$	118,319	\$ 122,265	\$ 126,211	\$ 130,157	\$ 134,103	\$ 138,049	\$ 141,995	\$ 145,941	\$ 149,887	\$ 153,833	\$ 3,946
15 \$	139,189	\$ 143,826	\$ 148,464	\$ 153,101	\$ 157,739	\$ 162,376	\$ 167,014	\$ 171,651	\$ 174,147	\$ 177,661	Varies

District of Columbia Government Salary Schedule: Legal Services (Union)



Fiscal Year:	2019	Service Code Definition:	Attorneys (includes both OAG and other agencies)
Effective Date:	October 14, 2018		
Union/Nonunion:	Union	Affected CBU/Service Code(s):	BQA A35
Pay Plan/Schedule:	LS (Legal Service)		
Peoplesoft Schedule:	LA0002		

% Increase: 1.80%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	Steps					10	Between Steps
09 \$	57,034	\$ 58,936	\$ 60,838	\$ 62,740	\$ 64,642	\$ 66,544	\$ 68,446	\$ 70,348	\$ 72,250	\$ 74,152	1,902
10 \$	62,812	\$ 64,906	\$ 67,000	\$ 69,094	\$ 71,188	\$ 73,282	\$ 75,376	\$ 77,470	\$ 79,564	\$ 81,658	2,094
11 \$	69,002	\$ 71,306	\$ 73,610	\$ 75,914	\$ 78,218	\$ 80,522	\$ 82,826	\$ 85,130	\$ 87,434	\$ 89,738	2,304
12 \$	82,708	\$ 85,467	\$ 88,226	\$ 90,985	\$ 93,744	\$ 96,503	\$ 99,262	\$ 102,021	\$ 104,780	\$ 107,539	2,759
13 \$	98,362	\$ 101,640	\$ 104,918	\$ 108,196	\$ 111,474	\$ 114,752	\$ 118,030	\$ 121,308	\$ 124,586	\$ 127,864	3,278
14 \$	116,228	\$ 120,104	\$ 123,980	\$ 127,856	\$ 131,732	\$ 135,608	\$ 139,484	\$ 143,360	\$ 147,236	\$ 151,112	3,876
15 \$	136,728	\$ 141,283	\$ 145,839	\$ 150,394	\$ 154,950	\$ 159,505	\$ 164,061	\$ 168,616	\$ 171,068	\$ 174,520	Varies

District of Columbia Government Salary Schedule: Legal Services (Union)



Fiscal Year:	2018	Service Code Definition:	Attorneys (includes both OAG and other agencies)
Effective Date:	October 1, 2017		
Union/Nonunion:	Union	Affected CBU/Service Code(s):	BQA A35
Pay Plan/Schedule:	LS (Legal Service)		
Peoplesoft Schedule:	LA0002		

% Increase: 1.80%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
09 \$	56,027 \$	57,895 \$	59,763 \$	61,631 \$	63,499 \$	65,367 \$	67,235 \$	69,103 \$	70,971 \$	72,839 \$	1,868
10 \$	61,701 \$	63,758 \$	65,815 \$	67,872 \$	69,929 \$	71,986 \$	74,043 \$	76,100 \$	78,157 \$	80,214 \$	2,057
11 \$	67,783 \$	70,046 \$	72,309 \$	74,572 \$	76,835 \$	79,098 \$	81,361 \$	83,624 \$	85,887 \$	88,150 \$	2,263
12 \$	81,246 \$	83,956 \$	86,666 \$	89,376 \$	92,086 \$	94,796 \$	97,506 \$	100,216 \$	102,926 \$	105,636 \$	2,710
13 \$	96,623 \$	99,843 \$	103,063 \$	106,283 \$	109,503 \$	112,723 \$	115,943 \$	119,163 \$	122,383 \$	125,603 \$	3,220
14 \$	114,171 \$	117,979 \$	121,787 \$	125,595 \$	129,403 \$	133,211 \$	137,019 \$	140,827 \$	144,635 \$	148,443 \$	3,808
15 \$	134,310 \$	138,785 \$	143,260 \$	147,735 \$	152,210 \$	156,685 \$	161,160 \$	165,635 \$	168,043 \$	171,434 \$	Varies

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 OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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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"), and all attorneys employed by an agency of the District of Columbia Government which is subordinate to the Mayor ("Agency Counsel Office" collectively with OAG referred to herein as "Employer"), except employees excluded under D.C. Official Code § 1-617.09(b). 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.

ARTICLE 2 LABOR-MANAGEMENT RELATIONS

Section 1-A - Composition and Function of the OAG Labor-Management Committee:

A. The Union and the OAG shall continue the existing OAG Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and OAG representatives.

B. The purpose of the OAG LMC, which shall meet monthly unless canceled in advance by the chairs, 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.

Section 1-B - Composition and Function of the MOLC Labor-Management Committee:

- A. The Union and the Mayor's Office of Legal Counsel (MOLC) shall establish a Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and MOLC representatives.
- B. The purpose of the MOLC LMC, which shall meet quarterly, 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 Mayor 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.

Section 2 – Subcommittees:

The parties may mutually agree to establish subcommittees of the LMCs 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 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, 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 representatives from the Union and Employer 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 Employer, 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 request a meeting concerning the proposed changes and the Attorney General and/or the Mayor, as appropriate, or their designees, 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:

B. The Union may make recommendations to the Attorney General and/or the Mayor, as appropriate, concerning risk management issues for District legal service employees. The Attorney General and/or the Mayor, as appropriate, or their designees will respond to risk management recommendations within a reasonable period of time after receipt, but in no event later than six months following the transmittal of a written recommendation from the LMC to the Attorney General and/or the Mayor, as appropriate.

**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 regulations in the administration of leave. Annual leave must be requested reasonably 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 SCHEDULES

Section 1 – Definitions:

A. Except as provided in this Article, the professional workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

B. Professional Workweek:

Attorneys work a professional work week on a salaried basis consisting of a minimum of forty (40) hours. The normal workweek for full-time attorneys shall consist of five (5) consecutive days, at least eight (8) hours of work, Monday through Friday. Management may vary the workweek of attorneys in order to meet work load requirements or emergency situations and must provide the employees with at least a two (2) day advance notice, if possible. Attorneys are exempt from the overtime restrictions under the Fair Labor Standards Act. However, in the event an employee is asked to work more than 8 hours per day or 40 hours per week, management will attempt to give as much notice as possible and reasonably consider any request for compensatory time covered elsewhere in this agreement.

Section 2 Fair Labor Standards Act:

Attorneys are excluded from the overtime provisions of the Fair Labor Standards Act (FLSA) and no overtime pay or compensatory time is authorized for work performed unless authorized elsewhere in this Agreement.

Section 3 Flexible/Alternative Work Schedules:

Employer shall maintain, to the extent already in effect, or establish at least the following three Alternative Work Schedules (AWS) for covered employees: (1) a Flexible Work Schedule, (2) a Compressed Work Schedule, and (3) a Flexiplace/Telecommuting Schedule, including Ad Hoc Telecommuting. AWS may be combined, except that a Compressed Work Schedule may only be combined with Ad Hoc Telecommuting. The existing AWS policies of all agencies are hereby incorporated by reference into this Agreement provided that they include the three AWS described in this Section. In the event that any agency does not currently have an AWS policy that includes the three AWS described in this Section, the OAG Office Order # 2015-03 shall apply until such time as the agency establishes its policy. The normal work hours shall be adjusted, consistent with a supervisor's discretion set forth in the applicable Office Order or other governing policy, rule, regulation or law to allow for AWS schedules, with appropriate adjustments in affected leave. In deciding whether to grant an employee's request to use an alternative work schedule, the employee's supervisor shall consider, but is not limited to the following factors:

- A. The demands of the requesting individual's work;
- B. The need to maintain adequate staffing to handle unanticipated matters or cover

matters that are handled by the Office, Unit, Section, or Division, even if that assignment is not assigned to the requesting employee;

- (1) The needs of the work unit, including the need to ensure sufficient staffing levels during core hours and availability of office staff or government officials;
- (2) Whether granting an AWS request results in the denial of annual or sick leave to other members of the Office, Unit, Section, or Division;
- (3) The past performance of the requesting individual;
- (4) Equitable sharing of Office functions;
 - a. Whether work assignments can be performed effectively and efficiently by an employee on the type of AWS being requested;
 - b. Whether the requested AWS places an undue burden on others covered by this Office Order within a particular Unit, Section, or Division; and
 - c. Any other factor that may affect the quality or quantity of work accomplished by the Office, Unit, Section or Division.

Such schedules maybe appropriate where:

1. It is cost effective;
2. It increases employee morale and productivity; or
3. It better serves the needs of the public.

The Union shall be given advance notice when flexible/alternative work schedules are proposed and shall be given the opportunity to consult. A flexible/alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.

Section 4 Flexiplace/Telecommuting:

Supervisors may permit employees to use flexiplace/telecommuting plans. Employees participating in flexiplace/telecommuting plans must be accessible and available during their entire tour of duty and for recall to physically appear in the office. Employees should make every effort to report as soon as possible, generally within 2 hours. Employees are solely responsible for completing assigned work after appropriate management review and shall comply with management's requirements with regard to advance review of drafts prior to a final deadline.

Section 5 Supervisor's Authority:

An attorney's request for AWS shall not be unreasonably denied. An immediate supervisor must provide written justification for the denial of an AWS request. An attorney may seek review of the denial of an alternative work schedule to the manager of his/her immediate supervisor. OAG employees may appeal a manager's denial of his/her AWS request to the Attorney General. Agency employees may appeal a manager's denial of his/her AWS request to the Director of the MOLC. A supervisor may require AWS participants to provide additional information about conformance with their approved tours, such as the use of sign-in sheets, or other time accountability systems or methods.

Section 6 Impact and Effect Bargaining:

The Attorney General shall not change its existing AWS Office Order # 2015-03 without advance notice to the union and an opportunity to engage in impact and effects bargaining. Agencies shall not implement an alternate work schedule policy without advance notice to the union, an opportunity to engage in impact and effects bargaining and an opportunity to make substantive suggestions to any AWS policy before the policy's effective date.

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 (DPM Chapter 20B, Section 2050, EAP) 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 for this purpose on the same basis as any other illness with appropriate documentation of attendance.

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 Employer 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 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 will be assigned a caseload equal to no greater than 80% of the average caseload of an attorney with his/her grade level and experience in the Division which employs the Union Vice President #1. The Union Vice President # 2 will be assigned a caseload equal to no greater than 85% of the average caseload of an attorney with his/her grade level and experience in the office which employs the Union Vice President #2. The Union represents that Union Vice President # 1 will primarily represent OAG employees and Union Vice President # 2 will primarily represent employees in subordinate agencies. 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 Employer 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 his 50% reduced caseload, Vice President #1, in light of his or her 20% reduced caseload, and Vice President #2, in light of his or her 15% 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**

Section 1:

Upon request, the Union may have access to meeting space by following established Employer 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.

Section 2:

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

Section 3:

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 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.

Section 4:

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

Section 5:

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 and/or Mayor, as appropriate, or their designees 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.

Section 6:

The contents of the notices posted on the bulletin board shall be at the discretion of the Union, except that the Attorney General and/or Mayor, as appropriate, or their designees 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.

Section 7:

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, the Mayor, 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 and 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 Official Personnel File ("OPF"), whether maintained by the Employer, DCHR or elsewhere, upon request.

Section 2 - Right to Respond:

Each Employee shall have the right to answer any material filed in his/her 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 a 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 3 - 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 4 - 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 5 – 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 1 -- 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 2 -- Early Dismissal:

A. Whenever the Attorney General, 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 and/or Mayor (or their designees) 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.

B. 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 3 -- 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 Rcpl.), 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 or the Office of the Attorney General, as the case may be, 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 CMPA, 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 periods 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, to convert term bargaining unit employees ("NTE employees") to permanent ("FTE") status by the end of each fiscal year if (1) the employee is in a pay status on September 30, 2017, and at the start of each successive fiscal year; (2) Council appropriates sufficient funding that may be utilized for the conversion of attorney term employment into permanent employment; (3) the employee performs services for which the Employer has a continuous need; and (4) the employee 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.

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 or the Mayor's EEO Director, as applicable and in accordance with OAG's Equal Employment Opportunity Office Order currently in effect, as amended, or any substantively similar Mayoral policy or directive, respectively and as the case may be. . At the request of either the Union or Employer, the appropriate 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 any applicable Equal Employment Opportunity Policy and any applicable Affirmative Action Plan in accordance with existing law on affirmative action. The respective Affirmative Action Plans will be developed in accordance with Federal and D.C. Office of Human Rights guidelines. The Union may provide nonbinding input on the development of the Affirmative Action Plans through OAG's or the Mayor's EEO Director, as applicable. The Employer shall provide the Union a copy of the Affirmative Action Plans, 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 Union and Employer agree to identify and work to eliminate such occurrences in accordance with any applicable District sexual harassment policy 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:

- A. To form, join and assist in labor organization or to refrain from this activity;
- B. 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
- C. 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 the Mayor's or OAG's EEO Director through the administrative complaint process, the Office of Human Rights, the Equal Employment Opportunity Commission, local or federal courts). 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 gives rise to the allegation of discrimination is made the subject of a timely filed grievance or an informal 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 party may appeal an arbitrator's award to the Public Employee Relations Board (PERB). If PERB fails to either exercise jurisdiction or fails to take any step to move the matter forward within 180 days, the complainant shall remove and file the matter with D.C. Office of Human Rights for *de novo* review.

D. 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. No party (including the Employee or the Union) is entitled to attorney fees or costs at any level of review for any grievance filed under this Article.

E. 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 or the Risk Manager for the District agency, as applicable.

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 appropriate 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. 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 and/or the Mayor, or their designees.

C. Employer shall provide accessible defibrillators meeting the applicable standard of care where employees in the District legal service occupy 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 or the Risk Manager for the District agency, as applicable, 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, the Attorney General, or their designees.

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 Employer is considered D.C. Government property and must be used for the program needs of the OAG and the District of Columbia. Employees are expected to be familiar with the D.C. Government's Internet Access and Use Policy. The parties agree that employees are allowed to use the Internet on a limited basis for personal purposes, but that such use 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 and will notify the Union, in advance, of any such orientation. The orientation shall include 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 and other District agencies that employ District legal service attorneys 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 and other District agencies that employ District legal service attorneys 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 Mayor, the Attorney General, and the Union that all employees both within the bargaining unit and outside shall be treated with fairness and dignity.

Section 2 - Employee Rights:

A. 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").

B. 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, the Attorney General, D.C. Council and 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 by the Employer 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, management 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 management policy 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 within the District legal service 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. At any time after completion of the attorney's seventh anniversary with the District legal service 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 or the District agency in which they worked prior to the sabbatical.

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 or agency director 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 Mayor or Attorney General, as applicable, 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 management 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:

A. The Promotions Ranking Committee (PRC) shall be comprised of Employer representatives (i) from each division in OAG or (ii) selected by the Mayor's Office of Legal Counsel for each subordinate agency. 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.

B. Management will provide a copy of the current list and it shall provide an updated copy as changes are made.

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 or agency head, as applicable. 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 or at a subordinate agency, 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 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.

A. 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, the Mayor, or their designees, 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 or the Mayor's Office of Legal Counsel. 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 or agency head, as applicable, within thirty (30) calendar days of receipt of the decision by the employee. The Attorney General's decision or agency head's decision, as applicable, 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 or the agency head, as applicable who shall issue a decision within fifteen (15) calendar days thereafter. If the Attorney General or agency head, as applicable, 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 and the Mayor's Office of Legal Counsel shall establish procedures for appeals under this Article to the committee and to the Attorney General and agency head, respectively.

Section 3 – General Provisions:

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 agency head, as applicable, 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:

A. 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.

B. 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 fifteen (15) 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 fifteen (15) 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 agency head, as applicable, 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 agency head, as applicable, 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 agency head, as applicable, 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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 29 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 or an agency head, 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 office, 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 or agency head's decision, as applicable, shall be the final agency decision.

Section 2 -- Appeal Procedures:

After the Attorney General or agency head 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 or agency head's suspensions of ten days or more, including demotions and terminations, within ten (10) business days of the Attorney General's or agency head'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 nonbinding arbitrator 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 or the agency head'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 or agency head's final administrative decision.

Section 4 -- Standard of Review and Authority of the Arbitrator:

A. The arbitrator's jurisdiction and authority and opinion shall be confined exclusively to suspensions of ten days or more, and shall be an advisory, nonbinding 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 arbitrator 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 30 SAVINGS CLAUSE

SECTION 1:

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 2:

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 31 INCORPORATION OF COMPENSATION AGREEMENT TERMS

The terms and conditions of the Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2017, through September 30, 2020 (Compensation Agreement), are incorporated by reference into this Agreement. The provisions of the Compensation Agreement shall control to the extent of any inconsistency.

ARTICLE 32
DURATION AND FINALITY

Section 1 -- Effective Date

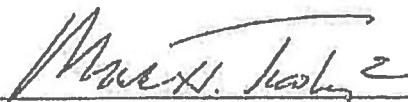
This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by 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, 2020, 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.).

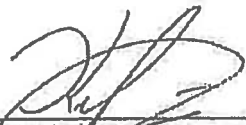
Section 2 -- Finality

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 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

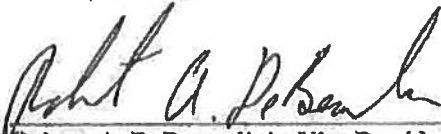
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


Mark H. Tuohey, III, Director
Mayor's Office of Legal Counsel


Karl A. Ragain, Attorney General
Office of the Attorney General

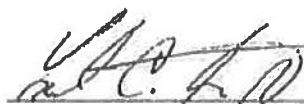
**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**



Steve Anderson, President
AFGE, Local 1403



Robert A. DeBerardinis, Vice President
AFGE, Local 1403

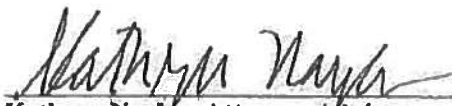
On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

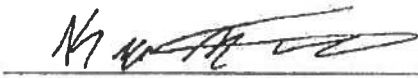
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

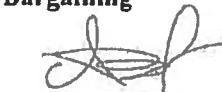

Lionel C. Sims Jr., Esq., Director
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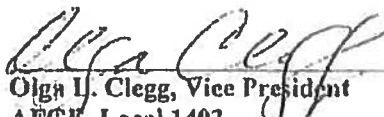

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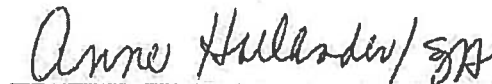

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**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**


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AFGE, Local 1403

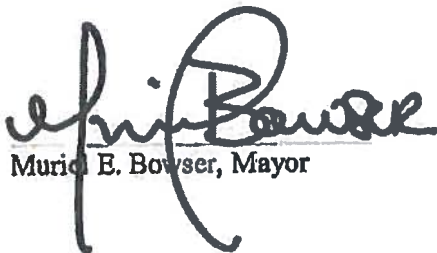

Beth-Sherri Akyereko
AFGE, Local 1403


Dave Rosenthal
AFGE Local 1403


Marie-Claire Brown
AFGE Local 1403

APPROVAL

This collective bargaining working conditions agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated 10-31-2017, has been reviewed in accordance with Section 1-617-15(a) of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 16th day of January, 2017/2018


Muriel E. Bowser, Mayor

Jemea Goso

Skills & Abilities

- Conversational in Amharic and Spanish
- Exceptional interpersonal skills
- Extensive experience in building collaboration
- Proficient in Microsoft Office
- Highly skilled in achieving data-driven results
- Project management
- Experience in program and initiative development
- Skilled in Results Based Facilitation (RBF)

Education

MASTER OF ARTS | 2010 | THE UNIVERSITY OF CHICAGO

- Major: Social Work | Clinical concentration with a focus on family systems

BACHELOR OF ARTS | 2008 | THE GEORGE WASHINGTON UNIVERSITY

- Major: Criminal Justice | Minor: Political Science

Experience

THE ANNIE E. CASEY FOUNDATION | BALTIMORE, MD | MAR. 2015 – JAN. 2018

Program Associate, Juvenile Justice Strategy Group (JJSJG)

The JJSJG engages and consults with state and local juvenile justice stakeholders and agencies to improve outcomes for youth who become involved in the juvenile justice system by eliminating the inappropriate use of secure confinement and by relying on community-based alternatives.

- Participated in a team/results-oriented environment focused on managing various projects aimed at re-engineering local and state systems so that fewer youth are confined to the juvenile justice system and remain in their community;
- Conducted system analyses and assessments as a tool to identify key levers for change;
- Developed and implemented policies designed to support national juvenile justice reform efforts;
- Managed national family engagement and partnership initiative; including lifting up practices, policies, and programs needed to advance reform work and address disparities and inequities;
- Consulted with clients on the creation, implementation, and evaluation of recommended strategies;
- Managed over 40 contracted grantees and consultants;
- Designed and facilitated strategy meetings, trainings, and other convenings that advance national reform efforts;
- Prepared internal and external correspondences and work products that are client ready.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS) | WASHINGTON, DC | JAN. 2012- FEB. 2015

Attendance Specialist, The Office of Youth Engagement (OYE)

The OYE division builds the capacity of school communities to coordinate student supports and to ensure that students are healthy, present, and positive members of a safe learning environment.

- Guided the formulation and implementation of student attendance policies and strategies;
- Collected, tracked and analyzed data to develop specific and ambitious performance targets, evaluate progress and adjust strategy of local school attendance initiatives;
- Established data-driven processes to support the provision of implementing high quality interventions to eliminate barriers to student attendance;
- Managed various projects including improvements to data tracking/analysis, strategic planning and policies and initiatives;
- Cultivated and maintained strong working relationships with internal and external DCPS partners to develop and implement cross-office/agency strategies supporting the District's long-term vision of reform;
- Developed special data reports and present to various audiences including high level District officials;
- Provided school level users with technical support to ensure data quality preservation.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS| WASHINGTON, DC | JAN. 2011- JAN. 2012

Chancellor's Response Team (CRT) Coordinator, Office of The Chancellor

The CRT is the primary customer service/constituent relations team for school district, receiving over 10,000 calls and emails annually and maintaining an average resolution time of <24 hours from intake to closure.

- Diagnosed issues received from internal and external stakeholders and determined most efficient means of resolution alongside practice area experts;
- Coordinated components of several large projects as assigned by various Executive Team Offices; such annual enrollment audit, out-of-boundary lottery, summer school and school opening;
- Planned and executed largest volunteer event—Beautification Day—recruiting 3,374 volunteers for 105 school sites;
- Coordinated 8-week internship program pairing 25 students with Central Office internships and conducted weekly professional development focusing on college/career readiness;
- Represented the Chancellor at public community and school-based engagements.

NORTHWESTERN PRITZKER SCHOOL OF LAW | CHICAGO, IL | JUNE 2009- DEC. 2011

Clinical Worker, Children & Family Justice Center (CFJC)

CFCJ is a comprehensive children's law office where attorneys and law/social work students work together to promote justice for children, adolescents, and their families through direct legal representation, policy advocacy, and law reform.


- Provided clinical support to legal team that represented youth in matters of delinquency and crime, family violence, school discipline, health and disability, and immigration and asylum;
- Managed caseload of court-involved youth; regularly visited youth at correctional facilities; conducted home visits;
- Created case plans for youth re-entering the community; and identified community-based services for youth and their families.

THE TIME DOLLAR YOUTH COURT DIVERSION PROGRAM (TDYC)| WASHINGTON, DC | OCT. 2006- MAR. 2008

Youth Advocate Judge

TDYC works with first time youth that get in trouble with the law. The program was successful at reducing recidivism because it provides a forum whereby young people can reinforce positive messages to their peers.

- Consulted and oriented program youth and families on program specifications and requirements during intake process;
- Collected data from the Juvenile Detention Center records and created reports on recidivism rates amongst program's youth;
- Served as presiding Advocate Judge of Youth Court hearings and provided technical support to 6 senior staff members.

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			OPI:	OPERATIONS	
			REVIEW DATE:	August 10, 2017	
			Approving Authority	Thomas Faust Director	
	SUBJECT:	JUVENILE DISCIPLINARY AND ROOM RESTRICTION PROCEDURES			
	NUMBER:	5300.2A			
Attachments:	Attachments A-K				

SUMMARY OF CHANGES:

Section	Change
	<i>Updates and revisions have been made throughout the entire policy.</i>
	<i>"Segregation" has been changed to "Restrictive Housing" throughout the policy.</i>
	<i>Class IV Offenses have been combined with Class III Offenses.</i>

APPROVED:



Thomas Faust, Director

8/10/2016

Date Signed

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1. PURPOSE AND SCOPE.

- a. To establish the Code of Juvenile Offenses and Penalties; to establish implementation procedures governing juvenile discipline at the Central Detention Facility (CDF) as well as for male and female juveniles who are housed at the Correctional Treatment Facility (CTF); and to establish the review process used to place juveniles in and remove juveniles from room restriction, administrative hold or protective custody.
- b. To define the rules of conduct, sanctions and procedures for male and female juveniles.

2. POLICY.

- a. It is DC Department of Corrections (DOC) policy to administer fair and impartial procedures and proportionate penalties when a juvenile commits specific acts that are prohibited and when other available alternative dispositions are inadequate to regulate the individual's behavior within acceptable limits.
- b. It is DOC policy to place juveniles in room restriction housing only when it is determined that their continued presence in the general population poses a clear and present threat to life, property, self, staff or other juveniles.

3. APPLICABILITY.

- a. Procedures herein shall apply to juveniles and all DOC and contract staff and volunteers who work with DOC juveniles.

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- b. The Corrections Corporation of America (CCA) Correctional Treatment Facility (CTF) shall adhere to this directive in its care, custody and management of female juveniles.

4. NOTICE OF NON-DISCRIMINATION

- a. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense, or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

5. PROGRAM OBJECTIVES. The expected results of this program are:

- a. DOC has a disciplinary system and corresponding disciplinary policies that promotes pro-social behavior and discourages negative behavior among juveniles and that provide staff with behavior management tools necessary for maintaining safety and security.
- b. Appropriate control and corrective action will be used for brief periods of time and at the lowest intensity that is possible in order to deter undesirable behavior.
- c. The provision of guidance, direction and sanctions appropriate to the juvenile's behavior holds them accountable for the behavior, helps the juvenile learn from their mistakes and modifies their behavior; thereby facilitating rehabilitation.

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6. DIRECTIVES AFFECTED

a. Directive Rescinded

PM 5300.2 Juvenile Disciplinary and Restrictive Housing Hearing Procedures (6/28/13)

b. Directives Referenced

- 1) PP 1280.2 Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrence
- 2) PS 2000.2 Retention and Disposal of Department Records
- 3) PP 4020.1 Inmate Orientation
- 4) PP 5500.2 Restrictive Housing of Inmates

7. AUTHORITY

- 1) D.C. Code § 24-211.02, Powers; promulgation of rules
- 2) Sandin v. Conner, 515 U.S.472 (1995)
- 3) Wolff v. McDonnell, 418 U.S. 539 (1974)
- 4) 20 U.S.C § 1400 et seq., 34 CFR Part 3000, Individuals with Disabilities Education Act (IDEA)

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- 5) D.C. Code § 38-101, et seq., Public Education-Primary and Secondary
 - 6) D.C. Code § 38-2501, et seq., Special Education
 - 7) District of Columbia Municipal Regulations (DCMR) Title 5, Education
 - 8) D.C. Code §16-2301, Definitions and 16-2307, Transfer for Criminal Prosecution
 - 9) Chapter 403 of Title 18, United States Code SEC.212.JUVENILE SOLITARY CONFINEMENT
8. **STANDARDS REFERENCED.** American Correctional Association 3rd Edition Standards for Juvenile Detention Facilities: (3-JDF-3C-01 through 3-JDF-3C-10 and 3-JDF-3E-01 through 3-JDF-3E-03) are used for guidance in preparation of procedures for this directive.

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CHAPTER ONE

DEFINITIONS

1. **DEFINITIONS.** For the purpose of this Program Statement, the following definitions shall apply:
 - a. **ADMINISTRATIVE HOLD.** A form of Room Restriction when a serious/violent Class I or serious Class II incident occurs. It may also be initiated when the continued presence of a juvenile in the general population would pose a serious threat to life, self, staff, other juveniles or to the security or orderly operation of the institution, to include escape. It may only be initiated by a DOC Major or designee.
 - b. **BEHAVIOR PLAN.** A document developed with a juvenile that describes in detail the desired behavior a juvenile must demonstrate and sets goals to assist in achieving that desired behavior. The plan also details agreed upon incentives and consequences of agreeing to a new behavior and replacing a former one.
 - c. **BIAS.** A mental leaning or inclination toward one conclusion or another, a partiality or a prejudice.
 - d. **DISCIPLINARY BOARD.** The Disciplinary Board for juveniles shall at a minimum consist of three (3) impartial DOC employees who shall conduct the hearing, make findings and impose appropriate discipline when the juvenile is charged with a Class I or Class II offense as defined in this directive.
 - e. **DISCIPLINARY REPORT (DR).** A form completed when a juvenile is alleged to have incurred a Class I or Class II serious violation.

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- f. HEARING OFFICER.** An impartial staff member responsible for the administration of the disciplinary hearing process. The Hearing Officer shall conduct Disciplinary Board Hearings as the adjudication agent or as the Chairperson of the Disciplinary Board.
- g. INCARCERATED JUVENILE WITH DISABILITIES.** A juvenile as defined under the Individuals with Disabilities Act as revised in 1997 (IDEA), a youth must have one or more of the disabilities listed and because of that disability, require special education and related services. The range of qualifying disabilities is broad and includes but is not limited to: mental retardation, deaf-blindness, deafness, hearing impairment, speech or language impairment, visual impairment, emotional disturbance, orthopedic impairment, autism, traumatic brain injury, other health impairment, specific learning disability or multiple disabilities.
- h. INVESTIGATING OFFICER.** A supervisor who conducts the investigation concerning alleged charge(s) of juvenile misconduct. For the purposes of this directive, the Investigating Officer is ordinarily a Sergeant or Lieutenant, but the Warden may appoint another staff member to perform this function. The Investigating Officer shall not be the employee reporting the incident nor one who was involved in the incident in question.
- i. IMPARTIAL STAFF MEMBER.** A DOC employee that is not involved in the incident under investigation.
- j. JUVENILE.** A male or female individual who is 16 or 17 years of age who is being adjudicated as an adult and housed at the Correctional Treatment Facility (CTF) in the Juvenile Unit.

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- k. JUVENILE PROGRAM COORDINATOR.** The DOC Juvenile Program Coordinator has direct responsibility for management of the juvenile unit for males. For the purposes of this directive, the Juvenile Program Coordinator manages Juvenile Treatment Team Review Board activities, which include disciplinary sanctions review and adjudication. The Juvenile Program Coordinator has oversight for treatment and programs for female juveniles who are housed at the CTF but has no direct responsibility for the day-to-day management and operations of the juvenile program for females. Direct responsibility for disciplinary procedures for female juveniles remains the responsibility of the Corrections Corporation of America (CCA) Correctional Treatment Facility (CTF) Warden.
- l. JUVENILE TREATMENT TEAM REVIEW BOARD.** In an attempt to achieve a unified intervention approach to address the treatment and behavioral needs of the juvenile population, a multi-disciplinary team staff from DOC and the DC Public School (DCPS) conducts a weekly Treatment Team Review Board to evaluate the juvenile's progress in school, their individual treatment plan, general housing disciplinary and disciplinary reports that are not of the severity that the juvenile should appear before the DOC Disciplinary Board. The Juvenile Treatment Team Review Board adjudicates all Class III violations. **The Juvenile Treatment Team Review Board consists of The Program Juvenile Coordinator, DCPS Representative, Operations Representative, DOC Juvenile Case Manager and Mental Health Representative.(Class II Minor).**
- m. OFFICER IN CHARGE (OIC).** Senior Officer that supervises the shift while on duty in the unit. This individual is usually the assigned Sergeant, Senior Corporal or a higher level of authority assigned to the unit. This individual is a member of the Juvenile Treatment Review Board and participates in disciplinary hearings as well.

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- n. **PROTECTIVE CUSTODY.** A form of separation from the general population for juveniles requesting or requiring protection from other juveniles for reasons of safety.
- o. **ROOM RESTRICTION (Cooling Off Period)** The involuntary or voluntary restriction of a juvenile in a cell, room, or other designated area for brief periods of time (a minimum of fifteen (15) minutes up to one hour (1) one hour as determined by an impartial staff member) to allow a “cooling off” period for juveniles that are exhibiting negative/aggressive behavior. It is not to be used for purposes of punishment, discipline, administrative convenience, or staffing.
- p. **ROOM RESTRICTION (Major Incidents).** The involuntary restriction of a juvenile in a cell, room, or other designated area for a Class I or Class II infraction not of a violent nature. This restriction is not to exceed three (3) hours in a twenty-four (24) hour period.
- q. **ROOM RESTRICTION (Time Out)** The involuntary or voluntary restriction of a juvenile in a cell, room, or other designated area for brief periods of time (not to exceed fifteen (15) minutes as determined by an impartial staff member).
- r. **SANCTIONS REPORT.** A form completed when a juvenile is alleged to have incurred Class III violations. **(Class II Minor).**

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CHAPTER TWO

GENERAL POLICY

1. **PROHIBITED FORMS OF DISCIPLINE.** Discipline shall not be of a nature or administered in a way that degrades or humiliates juveniles. The following actions shall not be used as a means of discipline or punishment:
 - a. Corporal punishment
 - b. Personal abuse
 - c. Psychological intimidation
 - d. Denial of regular meals
 - e. Denial of medical care
 - f. Denial of sufficient sleep
 - g. Room Restriction used for consecutive periods of time

2. **CRIMINAL VIOLATIONS.** Certain offenses and punishments are derived from federal and local criminal laws. Anyone in custody who violates one of these laws may be subject to criminal prosecution and upon conviction to further imprisonment. Referral for criminal prosecution does not preclude the juvenile from disciplinary and/or restrictive action(s) as outlined in this directive.

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- 3. INCARCERATED JUVENILE WITH DISABILITIES (ages 16 & 17).** A juvenile's mental or physical condition is not a defense to disciplinary sanctions but such shall be taken into consideration when imposing a sanction.
- a. The Warden or designee and the responsible clinician or designee shall consult prior to taking disciplinary action against chronically ill, physically disabled, seriously mentally ill, or developmentally disabled juveniles.
 - b. When it appears that the juvenile may not be mentally capable of understanding the nature of the charges and/or presenting or assisting in the presentation of defense to the charges the Hearing Officer/Board shall consult with mental health professionals.
 - c. Incarcerated Youth with Disabilities Disciplinary Action
 - 1) Incarcerated youth with disabilities who exhibit behavior while in an academic classroom that warrants a disciplinary action shall be referred to the Juvenile Treatment Team Review Board which includes education, mental health and corrections professionals from DC Public Schools and the CDF. The team will determine if the individual's behavior is likely a manifestation of their disability. If such determination is made the team will make appropriate interventions and/or accommodations that will enable the youth to continue receiving special education and related services, consistent with the Individuals with Disabilities Education Act (IDEA) provisions on discipline.
 - 2) For infractions which occur outside of school and to the extent that time allows, DCPS will work with DOC to provide consultation that would be helpful in disciplinary and housing decision making.
 - d. The Treatment Team Review Board may, at its discretion dismiss any or all pending charges.

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4. **DISPOSTION OF RULE VIOLATIONS.** An investigation, hearing and decision by persons not involved in the rule violation shall be completed within specified time frames.

5. **ORIENTATION.** Upon admission to the Juvenile Unit each individual shall receive orientation materials and a handbook that describes facility rules, programs and pertinent operations. If the juvenile has difficulty reading with comprehension disciplinary procedures shall be read by a staff member or communicated through use of an audiotape or videotape. Interpretive services shall be provided for juveniles who do not speak English or who are deaf or hard of hearing. Each juvenile shall verify, by signature, their receipt of disciplinary procedures. The signed receipt shall be maintained in the juvenile's file.

6. **STAFF TRAINING**
 - a. All personnel who work with juveniles shall receive training so they are able to maintain order and teach problem solving skills to help juveniles learn accountability and achieve worthwhile personal goals. The training will provide personnel with knowledge for applying discipline that is proportionate to the importance of the rule and severity of the violation and to teach staff how to informally resolve minor juvenile misbehavior.

 - b. All personnel who work with juveniles will receive training to help them become thoroughly familiar with the rules of juvenile conduct, the rationale for the rules, the sanctions available and how to write sanctions and disciplinary reports.

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- c. The Disciplinary Board Chair and Disciplinary Board support staff shall receive sufficient training so they are thoroughly familiar with the rules of juvenile conduct, the rationale for the rules and the sanctions available. The training shall provide staff with knowledge about how to write a disciplinary report, how to conduct a disciplinary hearing, how to interpret and apply the rules in a manner that is fair and appropriate to juveniles and how to make a defensible record.
- d. Correctional supervisors shall be trained in disciplinary investigation procedures to include but not be limited to: knowledge, interpretation and application of rules, discipline appropriate for juveniles and how to informally resolve minor juvenile misbehavior.
- e. Selected staff shall be trained to serve as representatives to assist the juveniles at disciplinary hearings. The training shall provide staff with knowledge about juvenile conduct, facility and disciplinary rules and procedures and due process requirements.
- f. As part of the agency's pre-service and annual in-service training all personnel who work with juvenile's shall receive training for familiarization with the rules of juvenile conduct, the rationale for the rules, the sanctions available uniform interpretation and application of the rules and disciplinary report preparation.
- g. The Warden shall ensure that the Hearing Officer and Hearing Board support staff are trained to conduct Disciplinary Board hearings with juveniles. The training shall provide staff with knowledge about juvenile unit rules and discipline, how to conduct a disciplinary hearing, how to interpret and apply the rules fairly and how to make a defensible record.

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CHAPTER THREE

DISCIPLINARY PROCEDURES

1. DISCIPLINE

- a. This Chapter establishes disciplinary procedures applicable to juvenile behavior to include but not limited to rules of conduct, informal interventions, allowable sanctions for minor offenses (Class III as described in this policy) and the imposition of allowable disciplinary penalties for major offenses (Class I and juvenile who is found guilty or have three (3) or more repeated violations of a particular Class II offense during the current period of incarceration may receive allowable penalties of a Class I offense).
- b. A copy of the disciplinary code of offenses shall be given to and discussed with each juvenile upon their placement in the unit.
- c. Discipline will be administered as a deterrent to undesirable behavior; it will be imposed for brief periods of time and promptly after the rule is broken.
- d. Sanctions and disciplinary actions specified herein shall be applied in proportion to:
 - 1) The importance of the rule;
 - 2) Severity of the violation;
 - 3) The juvenile's mental and physical condition;
 - 4) The juvenile's general attitude;

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- 5) The juvenile's prior conduct;
- 6) The juvenile's specific program needs; and
- 7) Other relevant factors affecting their behavior. Prior to the Disciplinary or Treatment Team review Board hearing; juveniles who are receiving special education services with an Individual Education Plan (IEP) shall be referred to and interviewed by the DCPS Principal or designee in order to evaluate whether the misconduct is a behavioral issue or it is attributed to the juvenile's special needs. DCPS will make a recommendation to the Disciplinary Board or Treatment Team Review Board on the first business day following the juvenile having incurred the rule violation.

2. BEHAVIOR MODIFICATION

- a. The juvenile program provides a system for rewarding positive behavior and there is a focus on teaching the juveniles what behaviors are expected and acknowledging them for engaging in these behaviors.
- b. The goals of the behavior modification program are to provide juveniles with a sense of accountability for their actions and to enable the juvenile to learn adaptive methods for resolving problems.
- c. While there are rules that prohibit specific conduct that has a direct adverse effect on a juvenile or on the unit's order and security, positive behavior support is promoted instead of the application of traditional disciplinary practices used in an adult correctional setting.
- d. Discipline and corrective behavior shall be impartial, fair, and meaningful to the individual juvenile and should be imposed in a calm and impersonal but understanding manner.

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- e. It is the responsibility of all direct service staff members not only to correct the individual juvenile but also to discover and correct the conditions which brought about the rule violation.

3. GENERAL GUIDELINES FOR DISCIPLINE

- a. General procedures shall include but not be limited to:
 - 1) Informal intervention;
 - 2) Allowable sanctions for minor offenses (Class III minor offenses as described in this policy); and
 - 3) Allowable disciplinary penalties for major offenses (Class I and a juvenile who is found guilty or have three (3) or more repeated violations of a particular Class II offense during the current period of incarceration may receive allowable penalties of a Class I offense).
- b. Discipline will be administered as a deterrent to undesirable behavior.
- c. Discipline will be imposed for brief periods of time and promptly after the rule is broken.
- d. Discipline will always be used as a teaching opportunity with juveniles and response to incidents shall be proportional to the violation committed.

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4. APPLICATION OF DISCIPLINE. Sanctions and disciplinary actions specified herein shall be applied in proportion to:

- a. The importance of the rule;
- b. Severity of the violation;
- c. The juvenile's mental and physical condition;
- d. The juvenile's general attitude;
- e. The juvenile's prior conduct;
- f. The juvenile's specific program needs; and
- g. Other relevant factors affecting their behavior.

5. INFORMAL DISCIPLINE. Informal discipline should be utilized as the first response to minor behavioral concerns. A conversation, counseling session or another low level assignment may be all that is needed to address the issue or loss of points from their daily point card. It may be determined that a juvenile needs a short "cooling off" period to adjust and enhance their calm. In these instances room restrictions may be utilized under the below conditions:

- a. Room Restriction (Cooling Off Period) -- All Juvenile Unit Staff may impose a room restriction when a juvenile is engaged in a minor behavioral infraction or is out of control or an immediate safety risk exists.

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- b. The OIC shall record in the housing unit log book the time the room restriction was imposed, the reason it was imposed and the time when the juvenile was released from the room restriction.
- c. Shall only be used after exhaustion of less restrictive de-escalation techniques and only be used for the amount of time necessary for the juvenile to regain self-control or no longer pose a threat to themselves or others.
- d. Prior to a room restriction, the reasons for the restriction shall be explained to the juvenile. An opportunity will be given to the juvenile to explain their behavior that lead to the restriction.
- e. During all room restrictions an impartial staff member shall interact with the juvenile in an effort to resolve the problem and document behavior on the Room Restriction Log (Attachment J). Resolution will include the juvenile's discussion of their behavior and the effect of this behavior prior to rejoining the general population.
- f. Room Restrictions for minor misbehavior serves only as a "cooling off" period when a juvenile acts out and should (a minimum of fifteen (15) minutes up to one (1) hour as determined by an impartial staff member.
- g. For juveniles exhibiting negative/aggressive behavior fifteen (15) minutes restriction may be all that is needed to correct the situation however if conditions exist that require a juvenile to remain on a room restriction longer for exhibiting negative/aggressive behavior it shall only last up to one (1) hour as determined by an impartial staff member.

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- h. Room Restrictions for juveniles exhibiting negative/aggressive behavior shall not exceed one (1) hour as determined by the staff initiating the restriction.
- i. Staff shall make Guard 1 Plus Rounds and document behavior on the Room Restriction Log (Attachment J) every fifteen (15) minutes unless the circumstances require more frequent contact.
- j. Room restriction shall not be used for consecutive periods of time.

6. ROOM RESTRICTION SHALL BE PROHIBITED FOR THE FOLLOWING:

- a) Convenience to facility administrators or staff or due to staffing shortages;
- b) Staff Retaliation;
- c) Consecutive periods of time;
- d) Pregnant juveniles (housed at the Correctional Treatment Facility).

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CHAPTER FOUR

THE CODE OF JUVENILE OFFENSES AND PENALTIES

- a. **CATEGORIES OF OFFENSES BASED UPON SEVERITY.** The following classes of offenses grade the relative seriousness of each offense and assist in imposing the appropriate penalty if the accused is found guilty.

- a. **Class I** – Major offenses
- b. **Class II** – Serious offenses
- c. **Class III** – Minor offenses

b. CLASS I – MAJOR OFFENSES

- a. Referral for Criminal Prosecution
 - 1) Any of the Class I offenses alleged to have been committed by a juvenile in the institution may be referred for prosecution.
 - 2) DOC procedures governing contraband control and juvenile searches, preservation of evidence and the legal protection of individual rights afforded under the Fourth Amendment shall be followed when a juvenile is suspected of a new crime.
 - 3) Referral for prosecution does not restrict DOC from imposing disciplinary action with corresponding penalties, as outlined in this Section 3 of this chapter, “Penalties for Class I Major Offenses.”

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- 4) When an offense is referred for prosecution and disciplinary action is not imposed, the juvenile shall, pursuant to Chapter 5 of this directive, receive a Housing Hearing and be placed on an Administrative Hold pending adjudication of the criminal charges.
- b. Any offenses, if not referred for criminal prosecution, shall be administratively adjudicated by the Hearing Officer or Board with corresponding maximum penalties, as outlined in this Section 3 of this chapter, “Penalties for Class I Major Offenses.”
 - c. The following offenses may incur the maximum penalties outlined in Section 3 of this chapter, “Penalties for Class I Major Offenses.”
- 101 Murder/Homicide-** purposeful killing; killing while perpetrating certain crimes.
 - 102 Manslaughter-** the unlawful killing of another person without premeditation or so-called malice aforethought.
 - 103 Any Act of Terrorism-** use, dissemination, or detonation of a weapon of mass destruction, manufacture or possession of a weapon of mass destruction.
 - 104 Kidnapping-** aiding or abetting in, seizing, confining, inveigling, enticing, decoying, kidnapping, abducting, concealing, or carrying away any individual by any means whatsoever, and holding or detaining, or with the intent to hold or detain, such individual for ransom or reward or otherwise.

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- 105 Burglary-** First degree-whoever shall, either in the nighttime or in the daytime, break and enter, or enter without breaking, any dwelling, or room used as a sleeping, with intent to break and carry away any part thereof, or any fixture or other thing attached to or connected thereto or to commit any criminal offense.
- 106 Armed Robbery-**whoever by force or violence, whether against resistance or by sudden or stealthy seizure or snatching, or by putting in fear, shall take from the person or immediate actual possession of another anything of value.
- 107 Assault with Serious Injury** is when the victim sustains serious injury that requires urgent and immediate medical treatment and restricts the victim's usual activity. Medical treatment is more extensive than first aid such as the application of bandages to wounds. Medical treatment might include stitches, setting broken bones, treatment of concussion, etc.
- a. Willfully or forcefully causing serious bodily injury to another juvenile, a correctional employee, volunteer, contract worker or visitor;
 - b. Willfully or forcefully causing serious bodily injury with a weapon or by any means to any person; or
 - c. Physically assaulting, resisting, opposing, impeding or interfering with any person.
- 108 Assault by Spitting or Throwing Substances** such as liquids, blood, waste, chemicals, urine, etc.

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- 109 Sexual Assault Juvenile-Upon-Juvenile** includes any of the following acts, if the victim does not consent, is coerced into such an act by overt or implied threats of violence, or is unable to consent or refuse.
- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
 - Contact between the mouth and the penis, vulva, or anus;
 - Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
 - Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.
- 110 Escape includes:**
- Breach of the perimeter of a secure facility.
 - Attempted Escape - The attempted breach of the perimeter of a secure facility; tampering with and/or damaging any perimeter including but not limited to windows, bars and cell doors;
 - Instigating and/or assisting the perimeter breach or attempted perimeter breach by another juvenile;
 - Escape From Outside of a Secure DOC Facility - When in the custody of the DOC and while under the supervision of DOC

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personnel or its agents, the juvenile escapes from supervision while outside of the secure perimeter (including from a work detail, medical or court visit or while being transported); or

- e. Willfully failing to return to the facility by the time designated on a community release activity pass.

111 Possession of Major Contraband. Major Contraband is any item in a juvenile's possession or control (to include within their cell, clothing or immediate surroundings) that is illegal by law, not purchased from canteen, not issued by the facility or not authorized by the Warden or designee. Items of Major Contraband include but are not limited to:

- a. A knife, blackjack, gun, sharp, blunt or pointed objects, other articles used as dangerous weapons, tools, rope, civilian clothing, uniforms, toxic or flammable fluids, or substances or syringes.
- b. An authorized locking device, key, lock, pick or other device capable of destroying, altering, interfering with or damaging any security equipment.
- c. An illegal drug, marijuana, a controlled substance or a narcotic, unless a doctor has authorized its use, to include possession, having control of, using, making or being under the influence. Possessing another juvenile's prescription medication that contains a narcotic or controlled substance.
- d. Cellular telephone or other portable communication device or accessories thereto.

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- 112 Assault without Serious Injury** is when the victim sustains a minor injury. Minor injuries includes those that may not require medical attention or do not require more than minor care such as application of a bandage.
- 113 Restraint** is willfully constraining another person under circumstances which expose the other person to a risk of bodily injury.
- 114 Arson** is willfully starting a fire or causing an explosion that damages personal or institutional property.
- 115 Tampering With a Witness or Informant:**
- a. Attempting to induce, inducing, or otherwise causing a witness or informant to testify or inform falsely or to withhold any testimony or information or other evidence; or
 - b. Retaliating or attempting to retaliate for anything done by another person in their capacity as a witness or informant.
- 116 Bribery** is willfully, directly or indirectly, giving, offering, or promising anything of value to another juvenile, employee, volunteer or other authorized visitor with the intent:
- a. To influence any official act or any act within the official responsibility of any person;
 - b. To induce any person to do or omit doing any act in violation of their duty; or

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c. To induce any person to introduce contraband into the facility.

117 Inciting to Riot. A riot is a wild or violent disorder, confusion or disturbance. Inciting to riot is purposefully:

- a. Urging a group of two or more other juveniles to engage in a current or impending disturbance or disruptive event; or
- b. Giving direction to a group of two or more juveniles to cause, continue, or enlarge a violent or tumultuous disturbance or disruptive event.

118 Engaging in a Disruptive Event. A disruptive event is an incident brought on by the juvenile's action that resulted in serious injury to staff or other juveniles and/or loss of control of the facility or a portion of the facility that required extraordinary measures to regain control. Loss of control of the facility is defined as a situation in which juveniles are acting in concert to disrupt facility operations and refuse to comply with lock down orders. They may have taken hostages or appear to be prepared for physical conflict. Hostile intent is apparent and threats are noted. Extraordinary measures are required to regain control such as sending in a significant number of ERT members, firing shots, use of tear gas, etc.

c. **PENALTIES FOR CLASS I MAJOR OFFENSES.** If no referral is made for prosecution or if the prosecutor declines to proceed and if after a hearing pursuant to disciplinary procedures the accused is found guilty they shall be subject to one or more of the following:

- a. Room restriction for up to three hours in a 24 hour period;

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- b. Restitution (Attachment F);
 - c. Removal from an earned tier along with its privileges;
 - d. Assignment to additional behavior modification programs as part of a behavioral plan;
 - e. Loss of up to four (4) weeks of social visits;
 - f. Loss of up to four (4) weeks of social telephone calls;
 - g. Loss of up to four (4) weeks of commissary privileges; and
 - h. Participation and development of a specific behavioral plan to address concerns and create specific behavioral goals.
- d. **CLASS II – SERIOUS OFFENSES, REPETITION OF A CLASS II OFFENSE.** A juvenile who is found guilty or have three (3) or more repeated violations of a particular Class II offense during the current period of incarceration may receive allowable penalties of a Class I offense.

- 201 Class II Assault** is willfully subjecting another person to offensive bodily contact.
- 202 Sexual Misconduct** is any sexual act or gesture that doesn't directly expose the penis (i.e., rubbing of genital area, gyrating, blowing kisses, etc.).
- 203 Extortion, blackmail protection** is demanding or receiving money or anything of value in return for protection against others, to avoid bodily harm, or under threat of informing.

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204 Threatening conduct is communicating intent to injure another person or commit a crime of violence or an unlawful act dangerous to human life that:

- a. Places another person in fear of serious bodily injury;
- b. Causes evacuation of a building; or
- c. Causes serious disruption or alarm.
- d. Willfully compelling or inducing another person to engage in conduct from which the latter has a legal right to abstain or prohibiting conduct in which he/she has a legal right to engage, by means of instilling a fear that non-compliance with the demand will result in one of the following:
 - 1) Bodily injury to someone;
 - 2) Significant damage to property;
 - 3) Accusing someone of an offense or causing charges to be instituted against someone.

205 Possession of Serious Contraband. Serious Contraband is any item in a juvenile's possession or control (to include within his or her cell, clothing or immediate surroundings) not purchased from canteen, not issued by the facility or not authorized by the Warden or designee. Items of Serious Contraband include but are not limited to:

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- a. Any intoxicating beverage to include possession, having control of, making, using or being under the influence.
- b. Containers of body fluids found either in the juvenile's possession or in the juvenile's immediate living area.
- c. Smoking materials and tobacco products.
- d. Currency or coins.

- 206 Creating a Minor Disturbance.** Willfully causing a non-violent disorder that disrupts the orderly operation of the facility.
- 207 Sexual Activity** consensual sexual activity between two juveniles or a juvenile and a visitor during a social visit.
- 208 Indecent Exposure** is the intentional exposure of genital parts to any person.
- 209 Theft** is willfully taking or withholding the property of another person or entity without permission, authorization or authority.
- 210 Damage or destruction of property occurs** when a juvenile destroys property belonging to the institution or to any person or does damage to property of the District of Columbia or any individual.
- 211 Possession of Stolen Property** is having the property of another or when the owner has not received official written approval to give the property away.

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212 Lack of Cooperation is:

- a. Willfully disobeying a valid order of a correctional employee which may lead to a disturbance;
- b. Failing to respond to any question or direction of any employee of the Department or other custodial official;
- c. Failure to promptly enter one's cell; or
- d. Willfully failing to proceed from place to place within the institution in a prompt and orderly way.

213 Fighting is when two or more juveniles engage in a physical altercation leading to the exchange of strikes with the intent to cause bodily harm.

214 Falsifying Physical Evidence is:

- a. Altering, destroying, concealing, or removing anything, with the intent to impair its authenticity or availability in any official investigation or proceeding; or
- b. Presenting or using anything that is known to be false with intent to deceive an employee or anyone who is or will be involved in a proceeding or investigation.

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215 Lying is:

- a. Making a willful, malicious or false report or statement to or about an employee;
- b. Making a false statement with intent to avoid disciplinary action for the violation of an institutional regulation or to aid another juvenile in such an endeavor; or
- c. Knowingly making a false statement about another juvenile with the intent of causing the juvenile harm or affecting the juvenile's housing or program status.

216 Impeding an Employee in the Performance of Duties is intentionally obstructing, interfering, opposing or resisting an employee in an investigation or the performance of any duties.

217 Giving a False Alarm is communicating an untrue report concerning a fire, explosion, or the present commission of an assault, forcible sexual assault or kidnapping or other catastrophe or emergency where the report is likely to cause the evacuation of a building or to cause the staff to respond to the alarm.

218 Out of Bounds includes:

- a. Failure to report to an appointed place of duty or assignment or any other place to which directed by a valid order of an employee or regulations;
- b. Leaving any place where directed to remain by an employee or institutional regulations;

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- c. Being in an unauthorized area; or
- d. Breaching confinement from one's cell.

219 Tampering with a locking device to include but not be limited to cell doors, bars, grills, handcuffs, and leg irons.

220 Creating a Health, Safety, or Fire Hazard includes any activities, which may cause a fire or create a danger to health and safety.

- e. **PENALTES FOR CLASS II OFFENSES.** If, after a hearing pursuant to Disciplinary Board procedures the accused is found to have committed a Class II Serious Offense, the juvenile is subject to any one or more of the following:
 - a. Room Restriction for up to three (3) hours in a 24 hour period;
 - b. Restitution(Attachment F); ;
 - c. Removal from an earned tier and loss of associated privileges;
 - d. Assignment to additional behavior modification programs as part of a behavioral plan;
 - e. Assignment to mental health counseling as determined to be necessary as part of a behavioral plan;
 - f. Participation and development of a specific behavioral plan to address concerns and create specific behavioral goals;
 - g. A cleanup detail not to exceed three (3) weeks duration;

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- h. Loss of up to three (3) weeks of social visits;
 - i. Loss of up to three (3) weeks of social phone calls;
 - j. Loss of up to three (3) weeks of commissary privileges; and
 - k. Reduction of sanctions pending a period of fifteen (15) days clear conduct.
- f. **ROOM RESTRICTION (Class I and Class II Infractions)** Class I and Class II Offenses have been established to protect the health and safety of juveniles and staff. Violation of any of these offenses are very serious because such violations have a direct adverse effect and may endanger the health and safety of the juvenile who committed the violation, other juveniles, staff and on facility order and security.
- 1) Room Restriction for Class I and Class II infractions that are deemed non-violent or not a safety risk for the facility (e.g. lack of cooperation or bribery) shall not exceed three (3) hours in a twenty-four (24) hour period.
 - 2) Unit Officers shall make visual contact with the juvenile every fifteen (15) minutes unless the circumstances require more frequent contact. During this contact, the staff person that imposed the room restriction shall not interact with the juvenile.
 - 3) Unit Officers will complete the Room Restriction Log documenting the fifteen minute rounds. (See Attachment J).

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- 4) No juvenile shall be placed in room restriction to exceed twenty-one (21) hours in a seven day period unless an Administrative Hold has been authorized by the Major, Program Manager or higher level authority. If these conditions exist the juvenile must be escorted to medical/mental health for evaluation every forty-eight (48) hours to determine if he/she should be returned to general population based on medical/mental health advisement.
 - 5) If medical/mental health determines a juvenile must be removed from restriction or administrative hold the provider shall consult with the Major and/or Program Manager, who in turn may remove the juvenile from Administrative Hold. The Shift Supervisor shall make notification immediately via telephone in an effort to secure the juveniles safe return to general population.
- g. **ADMINISTRATIVE HOLD.** A form of Room Restriction when a serious/violent Class I or serious Class II incident occurs. It may also be initiated when the continued presence of a juvenile in the general population would pose a serious threat to life, self, staff, other juveniles or to the security or orderly operation of the institution, to include escape. It may only be initiated by a DOC Major. A juvenile shall only be held on an Administrative Hold for the length of time needed to complete investigations, adjudication by the DOC Adjustment Board or address the concern that made the hold necessary. An Administrative Hold may not be used for purposes of punishment, administrative convenience or staffing shortages. Only the Major or designee can authorize release from an Administrative Hold. In the event a designated Federal Bureau of Prison (BOP) juvenile is placed on Administrative Hold, notification shall also be made to BOP as soon as reasonably practical by a Shift Supervisor.

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- 1) In cases where the incident is violent or dangerous in nature or that create a significant safety/security risk for the unit a juvenile may be placed on an Administrative Hold beyond three (3) hours in a twenty-four hour period to investigate the incident or address the safety risk. Only a Major or designee shall impose an Administrative Hold.
- 2) At the discretion of the Major or designee a juvenile may be placed on an Administrative Hold beyond three (3) hours in a twenty-four (24) hour period pending investigation into Class I and Class II serious infractions and adjudication by the DOC Adjustment Board. An Administrative Hold may also be imposed for security purposes to separate juveniles from other juveniles for immediate safety risk.
- 3) If the Major or designee authorizes a juvenile to be placed on an Administrative Hold, the Shift Supervisor shall make immediate notification through the chain of command to include, the Juvenile Program Coordinator. Notification shall be in writing and include justification and reason why the juvenile has been placed on the Administrative Hold.
- 4) The Major or designee shall decide whether to place the juvenile on an Administrative Hold or allow the juvenile to remain in the general population on the unit under normal conditions while awaiting the investigative and hearing process to be completed.
- 5) If the Major or designee decides to allow the juvenile to remain in general population pending the investigation and hearing, the juvenile shall continue all program assignments and privileges of the general population.

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h. AUTHORIZED ADMINISTRATIVE HOLD:

- 1) The juvenile shall only be on an Administrative Hold for the length of time needed to complete investigations and address the concern that made the hold necessary. Only the Major/designee or higher level authority can authorize a juveniles release from an Administrative Hold.
- 2) If the juvenile is held beyond twenty-four (24) hours they shall be evaluated by mental health on the unit every forty-eight (48) for evaluation until the hold is lifted.
- 3) Staff shall make fifteen (15) minute Guard 1 Plus interactive rounds unless the circumstances require more frequent contact. During this contact, the staff person shall document the behavior on the Room Restriction Log (Attachment J).
- 4) The Juvenile Unit Social Worker and Case Manager shall check-in with the juvenile daily and document contact on the Room Restriction Log (see Attachment J) and a case note in the juveniles file.
- 5) The OIC shall ensure the following information is recorded in the housing log book, and Room Restriction Log (Attachment J):
 - a) The person who authorized the Administrative Hold;
 - b) The reason given for the Administrative Hold;
 - c) Persons who visit the juvenile;
 - d) A Major or above who authorizes the juvenile's release from Administrative Hold if a decision is made to do so prior to the close of an investigation or hearing;

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- e) The time the juvenile was released from the hold when release is prior to the completion of an investigation;
 - f) Any unusual behavior, special medical/psychological needs that arise or any other deviation from normal activity; and
 - g) Beginning and end of all out of cell time.
- 6) If the Administrative Hold continues beyond 24 hours the juvenile shall be seen by the Housing Board three (3) times per week to determine if the hold is still necessary.
- 7) The Shift Supervisor shall review the juvenile's status each day via phone call to the unit OIC and notify the Major when investigations and hearings are complete or if the safety risks that created the need for the hold have been addressed. If the hold is still deemed necessary the Major or designee will authorize a continued hold and the person who authorized the continued hold shall be documented in the unit log book. The Shift Supervisor and Major shall have a subsequent review every twenty-four (24) hours until the juvenile can safely return to general population.

When it is determined that a juvenile can be returned to general population from an Administrative Hold, the juvenile shall sign a Behavior Plan with the Case Manager within 24 hours or the next business day after return to the general population.

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- 8) While on an Administrative Hold the juvenile shall have the same privileges as general population juveniles as follows:
- a) Education equivalent in duration and subject matter and materials to those provided to general population; such education shall be provided by the teacher and the juveniles shall have meaningful contact with their teacher each day;
 - b) Access to legal services including telephone calls to attorneys;
 - c) Reasonable communication with other juveniles;
 - d) Standard juvenile Institutional clothing;
 - e) Six (6) hours of out of cell time per day not including school and programming. This time shall be allowed two (2) hours per shift;
 - f) An opportunity to shower;
 - g) Hair care services and
 - h) The opportunity to launder clothing.

i. CLASS III – MINOR OFFENSES

301 Minor Contraband:

- a. Possession of any article other than those defined as major or serious contraband, which is not issued by the institution, not purchased from the canteen, or not specifically authorized by the Warden or designee; or

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- b. The use of any article in a manner contrary to the intent or provisions of issuance, purchase, or authorization.

302 Interference with the Orderly Operation of the Facility:

- a. Engaging in loud or boisterous talk, laughter, whistling, or other vocal expression, if such is, or may tend to be, disruptive of order or a disturbance to others.
- b. Approaching or speaking to any visitor unless first authorized to do so by a correctional employee.

303 Gambling:

- a. Playing any game including but not limited to card or dice for money or other things of value;
- b. Betting by those observing a game in person or while listening to the radio or looking at television; or
- c. Organizing any game of chance, lottery, betting pool, or other methods of gambling.

304 Misuse of Authorized Medication is hoarding or giving personally prescribed medication to another juvenile.

305 A Juvenile Detail Worker's Refusal to Work, Failure to Perform Work as Instructed by the Supervisor/Other Authorized

306 Employee or Unexcused Absence from Work or any Assignment.

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- 307 Disrespect** is making any profane, obscene, or abusive gesture or remark to, about, or in the presence of any employee, volunteer, or visitor.
- 308 Illegal Enterprise** is running a store or stockpiling canteen in excess of authorized limits for the purpose of profit or personal gain or providing unauthorized services for payment.
- 309 Forgery or Tampering** is the fraudulent reproduction or alteration of a document or other written item.
- 310 Disorderly Appearance** is a juvenile's failure to keep their clothing and person reasonably clean and orderly.
- 311 Abuse of Privileges** is violating any institution regulation relating to a privilege such as telephone use or removing food from the culinary area.
- 312 Abuse of Living Quarters** is a juvenile's:
- a. Failure to make their own bed neatly each day;
 - b. Failure to keep their own living quarters clean and orderly;
 - c. Failure to keep articles issued by the institution or purchased from the canteen neatly in an approved place;
 - d. Covering or obstructing air exchange vents, light fixtures, windows and cell doors; or

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e. Painting or drawing on or adhering items to walls and fixtures.

313 Unauthorized Use of Property is taking, exercising control over, or otherwise using property without consent or authorization.

j. **PENALTIES FOR CLASS III OFFENSES JUVENILES.** If after a hearing before the Juvenile Treatment Team Review Board pursuant to this directive, the accused is found to have committed a Class III Minor Offense, the juvenile is subject to any one or more of the following sanctions:

- 1) Restitution (Attachment F);
- 2) Removal from an earned tier;
- 3) Assignment to additional programs designed for behavior modification;
- 4) Verbal warning;
- 5) A cleanup detail not to exceed two(2) weeks duration;
- 6) Loss of not more than two (2) weeks of social visits;
- 7) Loss of not more than two (2) weeks of social phone calls; or
- 8) Loss of not more than two (2) weeks of canteen privileges;

k. **RESOLUTION DETERMINATION OF CLASS III OFFENSES:** All Class III offenses shall be referred to and adjudicated by the Juvenile Treatment Team Review Board:

- 1) Class III violations shall be documented on a Sanction Report (Attachment G).

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- 2) In some cases, such as lack of cooperation or disrespect, the report writer may recommend that a Class II offense be submitted, reviewed and adjudicated as a Class III sanction when the writer believes the Class II offense committed was relatively minor in nature.
- 3) Staff shall submit Sanction Reports to their supervisor immediately following the alleged violation or no later than the end of the shift/tour of duty on which the alleged violation occurred. The writer shall include a recommendation of proposed sanction in the Sanctions Report.
- 4) The supervisor shall submit Sanctions Reports to the Juvenile Program Coordinator or designee within twenty-four (24) hours of the rule violation.
- 5) The Juvenile Program Coordinator shall advise the juvenile that the report has been written and give the juvenile a copy of the Sanction Report.
- 6) The Juvenile Program Coordinator will ensure that the Case Manager or other designated staff meets with the juvenile within forty-eight hours - (48) to give them an opportunity to talk about what they believes happened, their behavior, and any lessons learned about how to better handle a similar future matter.
- 7) The Juvenile Program Coordinator or designee shall ensure Sanctions Reports are heard and adjudicated by the Treatment Team Review Board no later than seventy-two (72) hours following the rules violation.
- 8) Sanction Review Hearings shall include due process rights and procedures as afforded a disciplinary hearing to include but not be limited to:
 - a) The juvenile is advised of the right to remain silent and that anything said can and may be used against him/her.

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- b) The Treatment Team Review Board Chair shall read the Sanctions Report in its entirety and give the juvenile an opportunity to make a statement to include contesting the charge or admitting guilt.
- 9) The Treatment Team shall give guidance to the juvenile with respect to the reason for the rules and policies of the facility. The elements of the juvenile's behavior or attitude that are deemed to be unsatisfactory shall be pointed out.
- 10) The Treatment Team Review Board may dismiss any or all pending charges. In determining an appropriate penalty, the Treatment Team may take into consideration:
 - a) The juvenile's prior history of adjustment;
 - b) The setting and circumstances of the prohibited behavior;
 - c) The juvenile's account of what took place;
 - d) Rehabilitative goals set for the juvenile; and
 - e) The juvenile's history of or the presence of special needs.
- 11) The juvenile may have input into any proposed sanction.
- 12) The Treatment Team may, in its discretion, suspend or reduce a sanction when for when such action is warranted by the clear conduct of the juvenile during the sanction period.
 - a) When a sanction(s) is suspended and the juvenile's behavior conforms to the required code of behavior throughout the period of suspension, the juvenile shall be relieved of the sanction(s).

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b) If the juvenile commits further violations of the facility's rules or regulations during the period of the suspension, the Treatment Team shall enforce the sanction(s) which was suspended and impose an additional sanction(s) for the new violation(s).

13) The Case Manager shall retain a copy of the sanctions review in the juvenile's case management file and in Paperclips.

14) Sanctions Reports are not filed in the juvenile's official institutional record.

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CHAPTER FIVE

HEARING PROCEDURES

A. CLASS I & CLASS II OFFENSES. When the behavior is serious or of an egregious nature a disciplinary report shall be completed juvenile may be placed on room restriction an Administrative Hold pending investigation and adjudication by the DOC Adjustment Board.

1. DUTIES OF THE WRITER OF THE DISCIPLINARY REPORT

a. Report Preparation

- 1) In writing the disciplinary report (DR), the writer shall document a brief but complete description of the incident to include all facts the writer knows.
- 2) The writer shall completely fill out and sign the DR (Attachment A); describing the alleged offense, including the following:
 - a) Juvenile's name, DCDC #, Housing Unit, Cell #, and the work detail squad name when the incident occurred at the juvenile's work site;
 - b) The charges against the juvenile including:
 - 1) The specific rule(s) violated (ex: Assault with Serious Injury);
 - 2) The Code Reference [example: Class I, Section 107 (a)];
 - 3) The writer shall avoid writing multiple minor charges that are unrelated to the major offense.

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- c) Witnesses (staff and juveniles) to the alleged offense;
- d) A formal statement of the charge to include who was involved, what happened, and the time and location of the occurrence;
- e) Any unusual juvenile behavior;
- f) Any physical evidence and its disposition;
- g) Confidential information and any other reports, memoranda, or records concerning an alleged offense shall be attached to the investigative report;
- h) Any immediate action taken, including the use of force; and
- i) The reporting staff member's signature and the date and time of the report.

b. Filing the Report

- 1) The writer shall file the disciplinary report with the Shift Supervisor before completion of the tour of duty on the day of the incident.
- 2) In exceptional circumstances, the report may be filed within two (2) business days of the alleged offense. Such exceptional circumstances shall be noted on the report and approved by the Shift Major.

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2. DUTIES OF THE SHIFT SUPERVISOR/INVESTIGATING OFFICER

a. Investigation

- 1) The Investigating Officer shall be impartial and must not have been directly involved in any way in the offense which caused the proceedings such as being the reporting employee, a victim, or a witness.
- 2) The Investigating Officer shall, within twenty-four (24) hours of the time of the alleged violation, review and summarize the alleged offense on the Disciplinary Investigation Report Form and begin the investigation. (Attachment B).
- 3) The Investigating Officer shall complete the investigation within forty-eight (48) hours of the alleged violation. The original report with completed investigation shall be submitted to the Disciplinary Board upon completion.
- 4) The Investigating Officer shall review the disciplinary report for sufficiency, clarity, correct dates, times, misspellings and will ensure that the charges are supported and are correct.
- 5) The Investigating Officer may request that the charging officer correct misspellings and minor errors prior to serving the juvenile notice of the pending disciplinary action.
- 6) The Investigating Officer may use a range of investigatory actions depending on circumstances and complexities involved. Cases may be straightforward and simple and the disciplinary report will adequately addresses the factual issues in the case without the need for additional investigation.

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- 7) The Investigating Officer may interview and obtain statements from the charged juvenile and other witnesses, including witnesses requested by the charged juvenile.
- 8) Investigators shall remain neutral and shall not act with the goal of obtaining evidence that strengthens either DOC's or the juvenile's case nor for forming opinions of guilt or innocence.

b. Disposition Determination. After completing the investigation the Investigating Officer shall decide, in accordance with this directive the following:

- 1) Whether refer the offense to the Juvenile Treatment Team Review Board when the charges are Class III or a Class II minor in nature (e.g. Lack of Cooperation).
- 2) Whether to dismiss the disciplinary report because the report does not substantially meet some other requirement set forth in this directive; or
- 3) Whether to refer the disciplinary report for a Disciplinary Hearing

c.

- 1) The Investigating Officer shall advise the juvenile of pending discipline based upon allegations that include the violation of (1) a Class I or Class II Offense(s) or (2) when the Investigating Officer determines that a formal hearing is appropriate.
- 2) The Investigating Officer shall notify the juvenile in such a manner and location that will ensure the juvenile's right to privacy.

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- 3) The Investigating Officer shall also advise the juvenile of their right to remain silent and that anything that they say can and may be used against them at this and any subsequent proceedings.
- 4) The Investigating Officer shall read the disciplinary report in its entirety to the juvenile and shall give the juvenile an opportunity to make a statement.
- 5) If the juvenile makes a statement, the Investigating Officer shall record it in writing (Attachment B). If the juvenile does not wish to make a statement, the Investigating Officer shall document that the juvenile declined to make a statement.
- 6) The Investigating Officer shall give the juvenile a copy of the disciplinary report. Juveniles may request and receive a copy of any statements they made. Copies of the reports given to or read to a juvenile shall not include any confidential or other information that may endanger other juveniles or other person(s), or cause a riot or other major disturbance or damage to property.
- 7) The Investigating Officer shall also inform the juvenile verbally and in writing of the following:
 - a) The option to be heard by a Hearing Officer or the Board;
 - b) The option to have representation when the disciplinary report contains Class I and Class II offenses as further outlined in this policy;
 - c) The right to present documentary evidence at the hearing;

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- d) The right to obtain witness statements or the right to call witnesses to testify subject to rules further outlined in Section 8 of this Chapter; and
 - e) The juvenile shall be advised of the requirement to make a written request for such witnesses at least one (1) day prior to the scheduled hearing date.
- 8) In the event that the alleged offense is one for which the juvenile may also be subject to criminal prosecution, the juvenile shall be advised by the Investigating Officer that determination of whether a criminal offense was committed, shall rest with the prosecuting authorities. Referral for prosecution does not restrict DOC from imposing discipline or other appropriate administrative action.
- 9) The Investigating Officer shall ensure that the juvenile signs the Disciplinary Investigation Report form acknowledging that they have received the disciplinary report. This signature is not an admission of guilt.
- 10) If the juvenile refuses to sign, the refusal shall be noted and signed by the Investigating Officer. Another staff member shall sign attesting that they witnessed the refusal that the juvenile received a copy of the report.

3. DISCIPLINARY BOARD HEARINGS

- a. Hearings shall be held Monday through Friday, except holidays. Upon receipt of a properly filed disciplinary report, the Disciplinary Hearing Officer shall record the matter in JACCS on the “Misconducts” screen in the juvenile’s active booking.

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- b. Juveniles charged with rule violations shall be scheduled for a hearing *no later than seventy-two (72) hours*—excluding weekends and holidays (or continuances that are granted in accordance with this policy, “Continuances”)—*after the date of the alleged violation*. The Disciplinary Hearing Officer shall enter the hearing date in JACCS on the “Schedule” screen in the juvenile’s active booking.
- c. If extraordinary circumstances necessitate delay of the hearing beyond twenty-four hours (24) hours from the alleged violation, the Hearing Officer shall document the reason for the delay and provide the juvenile with written notification.
- d. The Hearing Officer shall notify the juvenile and the juvenile’s representative of the time and place of the hearing no less than twenty-four (24) hours in advance of the hearing.

4. CONTINUANCES.

- a. A juvenile may request and the Hearing Officer may grant one continuance of three (3) business days subject to the following conditions.
- b. The juvenile shall not be granted a continuance for the purpose of postponing imposition of disciplinary sanctions.
- c. The Hearing Officer shall grant such a request for a continuance if the juvenile establishes one of the following:
 - 1) The juvenile’s representative or any witness will not be available on the day of the hearing;

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- 2) Circumstances reasonably prevented the juvenile from adequately preparing a defense for the hearing in the time allotted;
 - 3) The juvenile became ill or was otherwise unavailable for the hearing; or
 - 4) Further investigation of factual matters relevant to the hearing is required.
- d. If a continuance is granted, the Hearing Officer shall change the scheduled hearing date in JACCS on the “Schedule” screen in the juvenile’s active booking.

5. REPRESENTATION

- a. A juvenile may request legal assistance from the Public Defender Service (PDS) for the District of Columbia or a staff representative when charges include a Class I offense.
- b. A juvenile may request assistance from a staff representative in order to prepare for a defense when charges include a Class II offense. The juvenile will not choose the staff representative; the Disciplinary Board will assign the staff representative.
- c. A juvenile shall not be represented by another juvenile at a disciplinary hearing.
- d. The Investigating Officer may make an offer to the juvenile for staff representation for any class offense when:
 - 1) It is apparent that the juvenile is not capable of collecting evidence on their own behalf (for example a juvenile on an Administrative Hold);
 - 2) The juvenile appears to need interpreter services; or
 - 3) The juvenile’s overall mental or emotional status appears to be a barrier to presenting evidence on their own behalf.

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- e. Juveniles have the right to refuse either legal or DOC employee assistance.
- f. Staff members selected for duties to assist juveniles at Disciplinary Board hearings shall be granted sufficient time to meet with the juvenile before the hearing, gather evidence, question witnesses, and represent the juvenile at the hearing. The following conditions shall apply:
 - 1) No potential adverse witness may be compelled to meet with the staff representative.
 - 2) The staff representative may be given the opportunity to meet with potential witnesses at least twenty-four (24) hours before the Disciplinary Board hearing.
 - 3) Coordination shall be such that this responsibility does not unduly interfere with the employee's regular duties.
- g. Upon receipt of the completed disciplinary report and investigation the Disciplinary Board will review the report. If a staff representative is requested the Board will select and notify the representative. The Board will also notify the staff representative of the pending hearing date.

6. REPRESENTATIVE ASSISTANCE. The role of the staff representative is to ensure that the juvenile receives a fair hearing. The legal representative or staff representative may as necessary assist as follows (Attachment C):

- a. Confer with the accused prior to the hearing.
- b. Question witnesses for the accused during the hearing.
- c. Review written statements of charges and investigation.
- d. Clarify the position of the accused.

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- e. Make a statement and present documentary evidence.
- f. Aid the accused in presenting a defense or offer an explanation of the defense.

7. HEARING OFFICIALS

- a. The juvenile shall be given the opportunity to have the case reviewed by either the Hearing Officer or the Disciplinary Board.
- b. Prior to the hearing, the juvenile's legal counsel may request on behalf of the juvenile, that the case be heard before either a Hearing Officer or the Disciplinary Board.
- c. The Hearing Officer shall indicate on the hearing form when either the juvenile or the juvenile's counsel requests a change from Hearing Officer to Disciplinary Board or vice versa.
- d. **Hearing Officer:**
 - 1) Shall be impartial and must not have been directly involved in any way in the offense which caused the proceedings such as being the reporting employee, a victim, or a witness and must not have participated in the investigation of the allegations.
 - 2) Shall disqualify themselves without a request from the juvenile when the Officer feels a personal bias for or against the juvenile. Bias is defined as a mental leaning or inclination toward one conclusion or another, a partiality or a prejudice.

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- 3) The Warden reserves the right to remove a Hearing Officer as appropriate when there is a reasonable appearance of bias, even though the Hearing Officer may not feel they are in fact biased.

e. Disciplinary Board

- 1) The Disciplinary Board shall consist of three (3) DOC employees who are impartial and have not been involved in any way in the offense which caused the proceedings and who has not participated in the investigation of allegations.
- 2) The Warden shall name the Disciplinary Board members and designate one of the three as the Hearing Officer. Members shall serve any period deemed appropriate by the Warden.
- 3) A minimum of two (2) votes shall be required for a decision by the Board.

8. HEARING PROCEDURES. The following requirements shall apply to all disciplinary hearings.

- a. The hearing proceedings shall be tape recorded or reasonably detailed minutes shall be taken.
- b. At the hearing, all reports and evidence shall be presented and read to the juvenile.
- c. A hearing shall be held to determine the guilt or innocence of the juvenile on the offense(s) charged.

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- d. Failure to comply with the procedural requirements or time limits of the disciplinary process or clerical errors (i.e., misspellings or inaccurate DCDC#, etc.) does not necessitate dismissal of a hearing or a charge against the juvenile. Time limits, procedural or clerical errors may warrant a new hearing, but only in exceptional circumstances should a disciplinary proceeding be dismissed entirely as a result of a procedural error. Dismissal for missing time limits is at the discretion of the Hearing Officer or Warden.
- e. Juveniles charged with rule violations shall be present at the hearing, unless:
 - 1) Voluntary Waiver. The juvenile, with knowledge of the consequences, waives in writing the right to appear in person at the hearing. This form of waiver does not necessarily indicate an admission of guilt.
 - 2) Refusal to Attend. When juveniles refuse to attend the hearing, they shall be warned by the Hearing Officer that the hearing will proceed without them. Refusal to attend does not necessarily indicate an admission of guilt.
 - 3) Exclusions for Safety or Security Reasons. Such exclusions shall focus on the threat created by bringing the juvenile to the hearing or allowing the juvenile to remain in the hearing.
 - 4) Behavior that Disrupts the Hearing. The Hearing Officer may decide to disallow the juvenile's appearance or have the juvenile removed from the hearing when the juvenile's behavior is entirely disruptive to the proceeding.
 - 5) Protection of Others. The hearing may proceed without the juvenile when temporary exclusion is necessary for the protection of others, such as during discussions about confidential informant information.

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- f. The juvenile shall be advised of their right to remain silent and that anything that they say can and may be used against them at this hearing and any subsequent proceedings.
- g. Following the presentation, the juvenile-or their representative, if it is determined that the juvenile knowingly and voluntarily wishes to make or have a statement made on their behalf, shall be given an opportunity to make a statement, present relevant documentary evidence and submit witnesses statements.
- h. At the conclusion of the juvenile’s statement, the Board may pose questions to the juvenile. The juvenile can invoke the right to remain silent at any point in the proceeding.
- i. The Hearing Officer may limit witnesses when the Hearing Officer determines that a witness or witnesses whom the juvenile wishes to call cannot provide relevant testimony, would be unduly repetitious of previous testimony, should not be called for any other good cause related to the safety of any juvenile or other person, or because the witness’s presence poses undue hazard to the safety, order and security of the facility. The Hearing Officer shall document in the hearing record the specific reason for limiting any witnesses.
- j. The juvenile may be excluded from the hearing proceedings during a witness’s testimony when the Hearing Officer has concluded such action is necessary for security reasons, to include but not be limited to, the protection or otherwise required anonymity of the witness. The Hearing Officer shall document the juvenile’s absence or exclusion.
- k. Witnesses who cannot or choose not to respond to questions in person can be asked to submit written statements.

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- I. The juvenile's legal or staff representative and hearing officials may question (1) witnesses who are appearing on behalf of the juvenile; (2) the accusing officer and (3) any adverse witness. The juvenile shall not be allowed to question witnesses.

- m. If there is disruption of the proceedings, the Hearing Officer has the authority to adjourn the proceedings and shall note the reason for adjournment in the record of the hearing. The hearing shall be resumed at a later time.

9. HEARING DELIBERATIONS AND DECISIONS

- a. Deliberation of Guilt or Innocence:
 - 1) The juvenile and the legal or staff representative shall not be present during the deliberations of guilt or innocence.
 - 2) The Hearing Officer/Board shall base the decision of guilt or innocence solely on information obtained in the hearing process including staff reports, the juvenile's statements, and evidence derived from witnesses and documents that directly relate to the incident.
 - 3) During deliberations of guilt or innocence, the Hearing Officer/Board shall not examine the juvenile record or the prior disciplinary record of the juvenile.
 - 4) When the report contains an allegation of more than one code violation, the Hearing Board/Officer shall document guilt or innocence for each alleged individual code violation.

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- 5) The juvenile and the legal or staff representative shall be notified orally, immediately after the Hearing Board/ Officer decides the juvenile's guilt or innocence.
- 6) If the juvenile is found guilty of one or more of the code of offenses, the juvenile or their representative shall be allowed to make a final statement on the juvenile's behalf prior to deliberation as to the appropriate sanction to be imposed.

b. Sentencing Deliberations

- 1) The juvenile and the legal or staff representative shall not be present during the deliberations for imposition of sanctions.
- 2) At this time, the Hearing Officer/Board may review contents of the juvenile's record solely for review of past behavior that may assist in determining the appropriate sanction(s).
- 3) When finding the juvenile guilty of several charges arising from the same incident, sanctions appropriate to the overall conduct may be considered rather than imposing multiple consecutive sanctions based upon each individual charge.
- 4) The juvenile shall be given immediate verbal notification of the recommended sanction(s), if any, and of their right to appeal to the Warden.
- 5) The Hearing Officer/Board shall issue a written decision, stating the factual information upon which the finding is based, the supporting reasons, the sanction being imposed and notice of the juvenile's right to appeal.

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- 6) The Hearing Board Members/Officer shall sign the Juvenile Disciplinary Report form (Attachment A) and the Hearing Officer shall forward the disciplinary decision to the Warden (or designee) for approval.
 - 7) If the Board members do not reach a unanimous decision, this shall be recorded in the hearing record to include the dissenting Board member's statement.
 - 8) A Juveniles disciplinary history resulting in guilty findings will be considered by the Hearing Officer.
- c. For Class I offenses, and when the Investigating Officer determines that a Class II offense should be heard at a Disciplinary Board proceeding, the Investigating Officer shall advise the juvenile of pending discipline based upon allegations that include the violation of a Class I or Class II Offense(s).
 - d. The Investigating Officer shall notify the juvenile in such a manner and location that will ensure the juvenile's right to privacy.
 - e. The Investigating Officer shall advise the juvenile of their right to remain silent and that anything that they say can and may be used against them at this and any subsequent proceedings.
 - f. The Investigating Officer shall read the disciplinary report in its entirety to the juvenile and shall give the juvenile an opportunity to make a statement.
 - g. If the juvenile makes a statement, the Investigating Officer shall record it in writing. If the juvenile does not wish to make a statement, the Investigating Officer shall document that the juvenile declined to make a statement. (Attachment B).

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- h. The Investigating Officer shall give the juvenile a copy of the disciplinary report. The juvenile may request and receive a copy of any statements they made. Copies of the reports given to or read to a juvenile shall not include any confidential or other information that may endanger other juveniles or other person(s), or cause a riot or other major disturbance or damage to property.
- i. The Investigating Officer shall inform the juvenile verbally and in writing of the following:
 - 1) The option to have representation (Attachment C). The Investigating Officer may make an offer to the juvenile for staff representation for any class offense when:
 - a) It is apparent that the juvenile is not capable of collecting evidence on their own behalf (for example a juvenile on an Administrative Hold);
 - b) The juvenile appears to need interpreter services; or
 - c) The juvenile's overall mental or emotional status appears to be a barrier to presenting evidence on their own behalf.
 - 2) The right to present documentary evidence at the hearing.
 - 3) The right to obtain witness statements or the right to call witnesses to testify subject to rules further outlined in Section 19¶ k-n of this Chapter.
 - 4) The juvenile shall be advised of the requirement to make a written request for such witnesses at least one (1) day prior to the scheduled hearing date.

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- j. In the event that the alleged offense is one for which the juvenile may also be subject to criminal prosecution, the juvenile shall be advised by the Investigating Officer that determination of whether a criminal offense was committed shall rest with the prosecuting authorities. Referral for prosecution does not restrict DOC from imposing discipline or other appropriate Restrictive action.
- k. The Investigating Officer shall ensure that the juvenile signs the Disciplinary Investigation Report form acknowledging that he or she has received the disciplinary report(Attachment B).This signature is not an admission of guilt.
- l. If the juvenile refuses to sign, the refusal shall be noted and signed by the Investigating Officer. Another staff member will sign attesting that they witnessed the juvenile's refusal to sign.
- m. The Investigating Officer shall immediately give the original disciplinary report along with the completed investigation and supporting documents to the Disciplinary Board (Attachments A and B).
- n. The Investigating Officer shall give the juvenile a written copy of the alleged rule violation(s) (Attachment A) within twenty-four (24) hours of the infraction(s).
- o. The Investigating Officer shall also give a copy of the rule violation to the Juvenile Program Coordinator.

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- p. The Juvenile Program Coordinator shall immediately notify the DCPS Principal of the impending disciplinary report when the juvenile is receiving special education through an Individualized Education Plan (IEP). DCPS will advise the Disciplinary Board or Treatment Team Review Board of whether or not the juvenile's behavior appears to have been affected by their special needs.
- q. A mental health care professional shall provide the Board with information and guidance when it is apparent that the juvenile's behavior may be significantly affected by their mental health status.

16. WARDEN'S REVIEW/APPROVAL OF RECOMMENDED SANCTION

- a. Within two (2) business days of the disciplinary hearing, the Hearing Officer shall forward the written hearing record to the Warden or designee (hereafter called the Deciding Official).
- b. Within three (3) business days of receipt of the written disciplinary hearing record the Deciding Official shall review the recommended action to determine that hearing proceedings and the action taken conform to rules outlined in this directive.
- c. The Deciding Official may then take any of the following actions:
 - 1) Approve the findings;
 - 2) Vacate a finding of guilt and all sanctions;
 - 3) Reduce the sanction(s); or

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- 4) Remand the case back to the Hearing Officer or Disciplinary Board for further proceedings.
- d. No remand shall be made to increase the severity of the sanction.
- e. If the juvenile was found not guilty at the hearing, the Deciding Official may remand the case for further proceedings if it is determined that the Hearing Officer/Board failed to consider relevant evidence at the time of the hearing, which was not made part of the record due to administrative or procedural error.
- f. The Hearing Officer shall enter any changes to the original decision made by the Deciding Official in JACCS on the “Misconduct” screen in the juvenile’s active booking.

17. APPEAL

- a. If the juvenile wishes to appeal, they shall notify the Hearing Officer at the conclusion of the hearing.
- b. The juvenile shall submit the appeal to the Warden in writing utilizing the Disciplinary Board Hearing Appeal Form (Attachment E) within three (3) business days of receipt of the written disciplinary sanction.
- c. The appeal basis shall be limited to the following:
 - 1) The merits of the incident that may include considering the weight of the evidence against the juvenile; or
 - 2) The appropriateness of the sanction imposed by the Hearing Officer/Board.

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- d. The Warden or designee shall either affirm or reverse the decision for discipline within ten (10) business days of receipt of the appeal. Any decision in an appeal shall be based upon a reasonable assessment of the evidence presented.
- e. The Hearing Officer shall deliver a copy of the written disciplinary or appeal hearing decision to the juvenile within two (2) business days of the Warden's or designee's decision.
- f. The Disciplinary Board Chair Shall enter any changes to the original decision made by the deciding official in JACCS on the "misconduct" screen in the juvenile's active booking

18. HEARING RECORD

- a. If after all review and appeals, the juvenile is found guilty of any or all of the charges, the Hearing Officer shall enter the data into the JACCS active booking "Misconduct" screen and shall scan all supportive reports, documents and proceedings into Paperclip.
- b. Documentation shall include the disciplinary hearing record, the written decision, the reason for the action and the disposition.
- c. Confidential information shall not be electronically stored in JACCS.
- d. Paper copies of all reports, proceeding records and related documents shall be scanned in the juvenile's Paperclip file.
- e. The Hearing Officer shall preserve the written hearing record in accordance with PS 2000.2 Retention and Disposal of Department Records.

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- f. When a juvenile is found not guilty of the rule violations that they were charged with in connection with a single incident, the Hearing Officer shall remove the disciplinary report in its entirety from all of the juvenile's files.

19. IMPOSING DISCIPLINARY SANCTIONS

- a. Concurrent or consecutive sanctions may be imposed.
- b. All sanctions shall be noted on the disciplinary report and shall include the starting and ending date of the period of discipline.
- c. The Hearing Officer shall monitor the dates when the sanction is applicable.
- d. The Hearing Officer shall enter Disciplinary Sanctions and into JACCS and notify the affected housing unit, Juvenile Program Manager, juvenile visitor control officers and the canteen officer for enforcement.
- e. The Housing Board shall hold a hearing in accordance with this policy if it is determined that after the period of discipline, the juvenile should be placed on an Administrative Hold based upon conditions outlined in this policy the Board Chair shall seek authorization from the Major.

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CHAPTER SIX

PROTECTIVE CUSTODY

1. **Protective Custody.** The DOC shall protect the safety of juveniles who have been identified and verified or communicates themselves as being at risk of physical threat of harm from a juvenile or juveniles in general population by allowing the juvenile to be placed in voluntary or involuntary protective custody while limiting such placements to only that period necessary to protect them from harm. A juvenile may request protective custody when they believe they are in imminent harm or danger. When these conditions exist DOC shall:
 - a. Complete documentation describing the risk on a DCDC1 form.
 - b. Ensure the juvenile completes documentation explaining the threat or reasons for the protective custody request.
 - c. Conduct an investigation facilitated by the Shift Supervisor or designee and Juvenile Program Manager to determine if the need for protective custody is credible. Upon completion of the investigation a decision shall be made by the Juvenile Program Manager to continue the protective custody.
 - d. When a juvenile is placed in Protective Custody, an alert shall be placed in JACCS on the “Alert Screen” in the juvenile’s active booking.
 - e. If placed in Protective Custody the juvenile shall be afforded six (6) hours of out of cell time per day not including school and programming. This shall be accomplished by allowing two hours per shift.

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- f. Staff shall conduct rounds utilizing the Guard 1 Plus when making contact with the juvenile every fifteen (15) minutes. During this contact, the staff person shall interact with the juvenile.
- g. Employees who supervise or perform an activity involving a juvenile who is on Administrative Hold or Protective Custody (PC) shall document all activities on the Room Restriction Log. (Attachment J) as follows:
 - 1) The employee shall clearly sign and indicate the date and time of each activity in the applicable section of the Room Restriction Log (Attachment J).
 - 2) Any abnormal, aggressive or violent behavior, as well as all staff contact shall be noted in the remarks section of the juvenile's Room Restriction Log.
- h. Juveniles, while in protective custody shall have a review with the Housing Review Board (Housing Board Hearing Chapter Seven) three times per week. The goal of the hearings shall be to determine if the need for protective custody still exists and if the juvenile can safely reintegrate into the general population.
- i. Juveniles while in protective custody shall have access to reasonable programs and services that include, but are not limited to, the following:
 - 1) Additional programs, therapy or counseling services which the treatment team determines to be appropriate or as requested by the juvenile;

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- 2) Education equivalent in duration and subject matter and materials to those provided to juveniles not in confinement. Such education is provided by the DCPS teachers and the juvenile has meaningful contact with their teacher each day;
- 3) Access to legal services including telephone calls to attorneys;
- 4) Reasonable communication with other juveniles;
- 5) Regular, appropriate institutional clothing;
- 6) The juvenile is provided an opportunity for shower daily;
- 7) Six (6) hours of out of cell time per day not including school and programming. This time shall be given two hours per shift;
- 8) Juveniles shall receive hair care services and opportunity to do laundry weekly.

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CHAPTER SEVEN

HOUSING BOARD HEARINGS

1. HOUSING HEARING

- a. The purpose of a housing hearing is to allow for a full and fair determination for placing a juvenile in Administrative Hold when any of the following conditions are apparent:
 - 1) There is a clear and present threat to the juvenile's personal safety and involuntary protective custody is deemed appropriate;
 - 2) There is a clear and present threat to support the juvenile's request for voluntary protective custody;
 - 3) The juvenile poses a clear and present danger to the safety of others;
 - 4) The juvenile poses a definite escape risk; or
 - 5) The juvenile has been referred for criminal prosecution or is under investigation for the commission of a criminal offense while confined.
- b. Each administrative hold or protective custody case shall be reviewed with the goal of terminating the hold when the threat no longer remains.
- c. The juvenile should attend and have input at each housing hearing unless their behavior is documented to be so disruptive or their presence presents and undue threat to the security of other juveniles, staff or the orderly operation of the unit.

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- d. The juvenile shall be afforded the rights and due process procedures of an Administrative Review/housing hearing as described in this directive.

2. HOUSING BOARD

- a. The Housing Board shall be composed of three (3) employees of the Department of Corrections. There shall be a standing Housing Board Chair as appointed by the Warden.
- b. No employee shall participate as a member of the Housing Board at a juvenile's hearing if:
- 1) The employee has been involved in the investigation of the incident which led to the Housing Hearing;
 - 2) The employee was a witness to or has firsthand knowledge of the incident; or
 - 3) The employee would for any reason be unable to make an unbiased decision as to the housing of the particular juvenile.

3. NOTICE OF HOUSING REVIEW BOARD HEARING

- a. The juvenile shall receive at least a twenty-four (24) hour advance notice of the scheduled housing hearing.
- b. The notice shall inform the juvenile when the matter has been referred for criminal prosecution.

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- c. The notice shall inform the juvenile that they may be subject to criminal prosecution, that the juvenile has the right to remain silent, that a juvenile's silence alone will not subject them to disciplinary action, and that the juvenile is entitled to testify at the housing hearing, but that any testimony which is given may be used against the juvenile in future housing hearings, disciplinary hearings, or criminal prosecutions.
- d. The Housing Board Hearing Officer may appoint a staff representative to assist the juvenile when literacy, developmental or mental health barriers exist.
- e. The Housing Board Hearing Officer shall enter the hearing date in JACCS "Schedule Screen".

4. REQUEST FOR CONTINUANCE

- a. A juvenile may request one continuance of the Housing Board hearing. The continuance may be for up to forty-eight hours (48) business days.
- b. The Hearing Officer shall grant the request for a continuance if the juvenile establishes one of the following:
 - 1) Their employee representative or any relevant witness would not be available on the day of the hearing; or
 - 2) That they could not properly prepare for the hearing in the time allotted.
- c. If granted a continuance, the Housing Board Chair shall enter the new hearing date in JACCS on the "Schedule" screen.

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5. HOUSING REVIEW BOARD HEARING PROCEDURES

- a. In a housing hearing held to determine whether a juvenile presents a clear and present danger to others or is in danger from a clear and present threat from others, the Board must determine whether there is a security need to separate the juvenile from a member of one of the following groups of juveniles:
 - 1) The identifiable victim of an assault;
 - 2) Identifiable witnesses;
 - 3) Identifiable informants;
 - 4) Another juvenile who presents an identifiable threat of physical harm to the juvenile.
 - 5) The juvenile has been referred for criminal prosecution or is under investigation for the commission of a criminal offense while confined.
- b. In a housing hearing held to determine whether a juvenile is a definite escape risk, the Board must determine whether a juvenile presents a definite escape risk because:
 - 1) The juvenile acted with the intent to escape and avoid confinement;
 - 2) The juvenile possessed instruments designed for use in an escape;
 - 3) The juvenile made statements manifesting an intent to escape;
 - 4) The juvenile has been convicted of prison breach from a secure facility;
or
 - 5) There is other relevant evidence reasonably showing the juvenile to be a definite escape risk.

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- c. At the housing hearing, the Board shall advise the juvenile of their rights, and present findings and supporting evidence for the proposed action.
- d. The Housing Review Board shall see a juvenile placed on an Administrative Hold or protective custody three (3) times per week with the goal of safely returning the juvenile to general population.
- e. The Board's judgment shall be based on consideration of all the evidence presented. Relevant evidence may include, but shall not be limited to, testimony or documents pertaining to the facts and circumstances surrounding an investigation of the juvenile's alleged conduct, the juvenile's placement in protective custody or the testimony of witnesses.
- f. In cases where evidence is received, anonymously or by an informant, this information must be investigated for creditability and reliability. There must be some information or record from which a Housing Board can reasonably conclude, after inquiry, that the evidence or the informant is reliable. The inquiry or investigation shall be conducted in a way not to reveal the identity of the informant.
- g. If the Housing Board determines that the juvenile should continue to be placed on an Administrative Hold or Protective Custody, the Hearing Board Chair shall prepare within twenty-four hours of the hearing a written statement of the Board's decision and the factual information upon which the decisions based (Attachment K).

6. APPEAL

- a. A juvenile is entitled to appeal a decision of the Housing Board to the Warden or the Warden's designee.

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- b. Notwithstanding the filing of a Notice of Appeal, a juvenile may be confined in Room Restriction immediately following a decision by the Housing Board.
- c. The juvenile shall file a “Notice of Appeal” with the Warden within three (3) business days of receipt of the Housing Board Decision or at such later time as the Warden may allow.
- d. The Notice of Appeal shall set forth the reasons why the juvenile feels the Housing Board decision should be reversed and the juvenile should include any supportive documentation.
- e. The Warden shall complete the review of the appeal within ten (10) business days of receipt and shall promptly notify the juvenile in writing of the appeal decision.

7. HOUSING HEARINGS-DETENTION

- a. If a juvenile is placed in Administrative Hold or protective custody, that placement shall be reviewed three (3) times per week with the goal of terminating the Administrative Hold or safely ending a protective custody.
- b. The juvenile shall appear before the Housing Review Board at each hearing unless.
 - 1) The juvenile waives appearance in writing; or
 - 2) Exclusions for Safety or Security Reasons. Such exclusions shall focus on the threat created by bringing the juvenile to the hearing or allowing the juvenile to remain in the hearing. The reason(s) for exclusion must be in writing and submitted to the approving authority for the hearing disposition.

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- c. At each review hearing, the juvenile may present in writing any new evidence for the Board's consideration.
- d. At each review the Board shall determine whether the juvenile's return to the general population still poses an escape risk or security risk to the juvenile or others. In particular, when the juvenile is voluntary or involuntary restricted for protection, the Board members shall determine whether other juveniles from whom the juvenile is separated are presently in the general population.
- e. If the Board determines that there is no longer an escape risk or a security risk to the juvenile or others, the Board shall document their findings utilizing the Administrative Housing Review Form (Attachment K). The juvenile shall be released from room restriction upon final approval from the Warden or designee.
- f. The Housing Board Hearing Officer shall deliver a copy of the written determination to the juvenile within one week of the approved decision. If disclosing the name of any individual or any of the evidence on which the Board relied in making its determination would, in the Board's judgment, pose a threat to the safety of any juvenile or other person, or cause a riot or other major disturbance or damage to property, the Hearing Officer may delete the material from the copy of the written statement given to the juvenile.
- g. When deletions are made, the Housing Board Hearing Officer shall transmit a copy of the entire record of the hearing to the Warden. The Warden shall ensure that all documents are retained for a period of at least two (2) years.

8. PROCEDURES FOR DATA ENTRY


- a. When a juvenile is placed on Administrative Hold or Protective Custody, an alert shall be entered into JACCS on the "Alert Screen" in the juvenile's active booking.

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- b. When a juvenile is removed from Administrative Hold or Protective Custody, the alert shall be deleted in JACCS on the “Alert Screen” in the juvenile’s active booking and an end date placed in the JACCS record.
- c. Upon determining the date of the initial and subsequent housing hearing reviews, the Housing Board Officer shall enter hearing dates into JACCS on the “Schedule” screen on the juvenile’s active booking.

9. ADMINISTRATIVE HOLD PENDING LAW ENFORCEMENT AGENCY INVESTIGATIONS

- a. When a juvenile is placed on an Administrative Hold pending investigation for possible criminal prosecution, the Warden or designee shall maintain contact with the law enforcement agency handling the investigation.
- b. Upon notification by the investigating law enforcement agency that criminal prosecution will not be initiated against the juvenile, the Housing Board Officer shall schedule the juvenile for an Administrative Housing Review to either:
 - 1) Release the juvenile from Administrative Hold;
 - 2) Restrictive housing; or
 - 3) Continue the juvenile in Administrative Hold or Protective Custody based upon determination that the juvenile is in danger from a threat to the juvenile’s personal safety, the juvenile poses a danger to the safety of others, or the juvenile is a definite escape risk.

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			OPI:	DIRECTOR	
			REVIEW DATE:	May 1, 2015	
			Approving Authority	Thomas Faust Director	
	SUBJECT:	GENDER CLASSIFICATION AND HOUSING			
	NUMBER:	4020.3E			
Attachments:	Attachment A – Gender Housing Request Form				

SUMMARY OF CHANGES:

Section	Change
Changes to Policy	<i>Significant changes throughout the policy. References to "Transsexual" or "Transgendered" were remove and replaced with "Transgender".</i>
	<i>"Attachment A, Gender Housing Request Form has been revised".</i>

APPROVED:



Thomas Faust, Director

5/1/2014

Date Signed

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1. **PURPOSE AND SCOPE.** To establish procedures on providing the appropriate treatment of transgender, intersex, and gender variant persons who are incarcerated and housed within the District of Columbia Department of Corrections (DOC).

2. **POLICY**

- a. It is DOC policy to provide services in a humane and respectful manner to transgender and intersex inmates while ensuring that they are processed and housed safely and efficiently to the greatest extent possible. For the safety, security and order of the facility, the DOC classifies and houses male and female offenders in separate housing units. DOC shall classify an inmate who has male genitals as a male and one who has female genitals as a female, unless otherwise recommended by the Transgender Housing Committee and approved in accordance with this policy.
- b. In order to address the specific needs of transgender individuals, upon initial intake at Receiving and Discharge (R&D), or at any time that an inmate makes known to DOC staff their transgender or intersex status, staff shall follow the guidelines in this policy in order to determine the inmate's housing based on his or her safety/security needs, housing availability, gender identity and genitalia, if:
 - 1) An inmate indicates that they are transgender or intersex at any time during their custody.
 - 2) An inmate's gender identity, appearance, overt expression, or behavior differs from their assigned sex at birth.
 - 3) A gender designation made by any public entity, government agency or law enforcement agency indicates that the inmate is transgender.

3. **NOTICE OF NON-DISCRIMINATION**

- a. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code § 2-1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense, or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

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4. DIRECTIVES AFFECTED

a. Directives Rescinded

PP 4020.3D Gender Classification and Housing (05/08/13)

b. Directives Affected

PS 1280.2 Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences

PP 4090.3 Classification (Program Review)

PM 8010.1 Work Release Program

OM 13-007 Elimination of Sexual Abuse, Sexual Assault, and Sexual Misconduct

5. AUTHORITY

- a. Farmer v. Brennan, 511 U.S. 825 (1994).
- b. Sandin v. Conner, 515 U.S. 472 (1995).
- c. DC Code § 24-211.02, Powers; Promulgation of Rules.

6. STANDARDS REFERENCED

- a. American Correctional Standard (ACA) 4th Edition, Standards for Administration of Correctional Agencies, 4th Edition 4-ALDF-4D-22-4.
- b. Prison Rape Elimination Act of 2003, Department of Justice, 28 CFR Part 115

7. DEFINITIONS

- a. **Gender Identity.** One's internal sense of being male, female or in between. Since gender identity is internal, one's gender identity is not necessarily visible to others.
- b. **Gender Expression.** How one represents/expresses their gender identity to others; a combination of behavior, dress, hairstyles, voice, body

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characteristics or other gender-related behaviors.

- c. **Intersex.** A set of medical conditions that features a congenital irregularity of the reproductive and sexual system. A person with an intersex condition is born with sex chromosomes, external genitalia, and/or an internal reproductive system that is not considered “standard” for either male or female.
 - d. **Sexual Orientation.** One’s romantic, emotional and/or sexual attraction to members of the same, opposite or both sexes. Includes male or female homosexuality, heterosexuality, and bisexuality.
 - e. **Transgender.** An umbrella term used to describe someone whose gender identity, expression or behavior is different from that typically associated with their assigned sex at birth.
 - f. **Transgender Housing Committee.** Refers to a committee established by the D.C. Department of Corrections comprised of a medical practitioner, a mental health clinician, a correctional supervisor, a Chief Case Manager or designee and a DOC approved volunteer who is a member of the transgender community who is experienced and knowledgeable about transgender issues or an acknowledged expert in transgender affairs. The committee shall determine the transgender inmate’s housing assignment after review of all of the inmate records and assessments, and an interview with the inmate during which the inmate’s own opinion of his/her vulnerability in the jail population shall be considered.
 - g. **Transgender Advisory Committee.** The Transgender Advisory Committee (TAC) serves as a liaison between the DOC, the transgender community and its stakeholder organizations. The objectives of the TAC are to ensure open communication between DOC and the transgender community, maintain ongoing dialogue on issues/problems facing the transgender community, and promote public awareness of the programs and services offered for the transgender community.
 - h. **Gender Variant.** Refers to any person whose expression of gender, (masculinity and femininity) does not conform to the dominant gender norms of Western culture.
8. **PROCEDURES.** In all circumstances, staff shall only ask questions related to gender identity or gender expression for the purpose of making intake and housing assignments, classification, programming, providing health care and health

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assessments, or where information is necessary to ensure the safety, security and order of inmates/residents, staff, visitors, the facility, and the community.

Questions related to gender identity or gender expression shall be asked in a respectful manner to preserve confidentiality as well as human dignity and avoid subjecting the inmate/residents to abuse, humiliation or ridicule.

Searches or physical examination of transgender or intersex inmates/detainees by any staff member or other than a physician for the sole purpose of determining the inmate/detainee's genital status is strictly prohibited.

9. **INITIAL INTAKE.** Upon initial intake in Receiving and Discharge (R&D), if an inmate's gender-related expression, identity, appearance, or behavior differs from their biological sex, staff shall place transgender or intersex inmates in a cell by themselves during the intake process for their safety and security and the safety, security and order of the facility.

Staff shall:

- a. Review commitment documents for gender assignment or any notification that identifies the inmate as transgender or "vulnerable."
- b. If, after reviewing commitment documents and other notifications, staff still cannot determine the assigned sex at birth, they shall ask the inmate for verification of the sex of the genitalia. Staff must conduct this inquiry privately and in a professional manner to preserve confidentiality and avoid subjecting the inmate to abuse or ridicule.
- c. The inmate shall be taken to medical where the inmate's genital status should be determined during a medical interview, by reviewing medical records, or if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
- d. If the inmate's physical sex cannot be determined, and/or the inmate refuses to cooperate, staff shall notify a supervisor immediately. The inmate shall be taken to medical where the inmate's genital status should be determined during a medical interview, by reviewing medical records, or if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner. Any inmate refusing to receive a complete physical examination will be placed in protective custody.
- e. Upon determination of gender by inmate verification (a and b, above) or medical exam (c, above), the inmate shall be treated as a protective custody

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inmate for the duration of the intake process. This will ensure that the inmate is escorted by staff to the appropriate unit to complete the intake process in a manner consistent with that custody's requirements, including private strip search procedures.

- f. R&D staff shall accurately record the inmate as transgender or intersex and the inmate's gender identity and apparent biological gender in JACCS and document the incident consistent with PS 1280.2, *Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences*.
- g. All intake documentation shall include the inmate's birth and/or legal name, the aka (also known as), or the name the inmate has been booked under by the arresting agency.
- h. Inmates shall be called by their last names without reference to gender specific identifiers, such as Mr., Mrs., Miss, Ma'am, Sir or other gender specific terms used in addressing a person. Instead, the gender neutral term "Inmate" is to be used with the person's last name.

10. HOUSING

- a. After completion of the initial intake process, an inmate identified as transgender or intersex shall be afforded the opportunity to request and receive protective custody and be housed in a single cell in the intake housing unit consistent with the gender identified at intake for no more than seventy-two (72) hours, excluding weekends, holidays and emergencies, until classification and housing needs can be assessed by the Transgender Housing Committee.

In accordance with PS 4090.3, *Classification (Program Review)*, all transgender and intersex inmates will be classified and assigned housing based on their safety/security needs, housing availability, gender identity and genitalia. Intake staff shall assess the transgender and intersex inmates for potential vulnerability in the general population and refer them to the Transgender Housing Committee.

- b. As part of the housing assessment for vulnerability, the Transgender Housing Committee shall make a recommendation as to the transgender inmate's housing assignment after review of all of the inmate's records and assessments, including an interview with the inmate. The Committee shall

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- ask the inmate his or her own opinion of his or her vulnerability in the general jail population of the male or female units. This information shall be taken into consideration in determining the proper housing assignment. The Committee will attempt to reach consensus, ultimately relying on majority vote when needed. A written decision by the Transgender Housing Committee shall be forwarded to the Warden for approval and shall be maintained in the inmate's institutional record and scanned into PaperClip. An inmate identified as transgender may waive the Transgender Housing Committee hearing and be housed according to their assigned sex at birth by selecting Option #1 and signing the Gender Housing Request Form (Attachment A).
- c. The Transgender Housing Committee housing assessment shall address whether the inmate will be housed in the general population or in a protective custody unit of the gender consistent with their gender identity or genitalia. If the Warden's opinion differs from the recommendation of the Transgender Housing Committee, the Warden shall justify the assignment in writing to the Director for final determination. Transgender and intersex inmates have the same right to appeal housing assignments as all inmates consistent with PS 4090.3, *Classification (Program Review)*.
 - d. If it is decided that the inmate can be housed in the general population, the inmate shall be transferred to the general population as determined by the Classification Committee after completion of initial classification and upon housing availability. If it is determined that the inmate requires protective custody, he or she shall be placed in such a unit and his or her custody shall be reviewed by the Transgender Housing Committee consistent with standard DOC policy. Consistent with standard DOC policy, transgender and intersex inmates may be placed in communal protective custody pursuant to the determination of the Transgender Housing Committee and subsequent reviews of inmate status.
 - e. A transgender or intersex inmate will be housed in protective custody when there is reason to believe the inmate presents a heightened risk to him/herself or to others or where the inmate fears he or she will be vulnerable to victimization in any other housing setting. This assignment shall be only for the period during which the heightened risk and/or fear exists. Inmates in administrative segregation and protective custody shall have access to programs and services consistent with that status.

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- f. An inmate who is housed in a unit of the gender not consistent with their gender identity or expression and requests to be housed in a unit consistent with their gender identity or expression shall select Option #2 and sign the Gender Housing Request Form (Attachment A).
- g. When clinically indicated by appropriate medical staff, transgender inmates on hormone therapy may continue to receive hormone treatment.
- h. Transgender or intersex inmates will be provided standard jail attire and privileges consistent with the gender of their housing assignment. Inmates under hormone therapy with secondary sexual characteristics (such as breasts) shall be provided appropriate undergarments (such as a bra) when clinically indicated by appropriate medical staff.
- i. While incarcerated with the D.C. Department of Corrections, transgender and intersex inmates shall not be discriminated against in regard to their participation in services, programs, or privileges and shall not be subjected to verbal or physical harassment or a hostile environment by the staff or fellow inmates. Individuals who are found to engage in such misconduct shall be subject to appropriate disciplinary action.
- j. All searches of transgender or intersex inmates shall be conducted in a professional and respectful manner, and in the least intrusive manner possible, consistent with DOC policy outside of the presence of inmates or non-critical staff to the degree practicable.

11. CONTRACT HALFWAY HOUSE HOUSING PROCEDURES

- a. **INITIAL INTAKE.** Upon intake orientation, if a resident's gender-related expression, identity, appearance, or behavior differs from their assigned sex at birth, staff shall make immediate notification to the DOC Office of Community Corrections.

Staff shall:

- 1) Review commitment documents for gender assignment or any notification that identifies the resident as transgender or "vulnerable."
- 2) If after reviewing commitment documents and other notifications, including prior housing assignments while incarcerated, the staff still cannot determine the biological sex, the staff shall ask the resident for

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verification of the sex of the genitalia. Staff must conduct this inquiry privately and in a professional manner to preserve confidentiality in order to avoid subjecting the resident to abuse or ridicule.

****Under NO circumstances shall staff ask for visual confirmation of sex.***

- 3) Halfway House staff shall accurately record the inmate as transgender or intersex and the inmate's gender identity and apparent biological gender in the resident's case file and document the incident consistent with PS 1280.2, *Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences*.
- 4) All intake documentation shall include the inmate's birth and/or legal name or the name the inmate has been booked under by the arresting agency.
- 5) Inmates shall be called by their last names without references to gender specific identifiers such as Mr., Mrs., Miss, Ma'am, Sir or other gender specific terms used in addressing a person. Instead, the gender neutral term "Resident" is to be used with the last name.

b. HOUSING

- 1) All transgender and intersex residents will be assigned housing based on their safety/security needs, housing availability, gender identity and genitalia. Halfway House staff shall assess the transgender and intersex inmates for potential vulnerability in the Halfway House. If potential vulnerability is a concern, the Halfway House staff will place the resident in a single room or make any necessary accommodations. The DOC Office of Community Corrections will be notified immediately. The DOC Office of Community Corrections will make a referral to the Transgender Housing Committee.
- 2) As part of the housing assessment for vulnerability, the Transgender Housing Committee shall recommend the transgender or intersex resident's housing assignment after review of all of the resident's records and assessments and an interview with the resident. The Committee shall ask the resident his or her own opinion of his or her vulnerability in the male and female halfway houses. This information shall be taken into consideration in determining the proper housing assignment. The Committee will attempt to reach consensus, ultimately relying on majority vote when needed. A written recommendation by the Transgender

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Housing Committee shall be forwarded to the DOC Community Corrections Office Chief for approval and shall be maintained in the resident's institutional record.


- 3) The Transgender Housing Committee housing assessment shall make a recommendation to the DOC Community Corrections Office Chief as to whether the resident should be housed in the halfway house or returned to the Central Detention Facility (CDF) or Correctional Treatment Facility (CTF).
 - 4) If the decision of the Office Chief differs from the Transgender Housing Committee's written recommendation, the Office Chief shall justify his/her opinion in writing to the Director for final determination. Transgender and intersex residents have the right to appeal housing assignments.
 - 5) When clinically indicated as determined by appropriate medical staff, residents may access their primary health care provider for hormone treatment and therapy.
 - 6) Transgender and intersex residents shall wear appropriate clothing according to their assigned housing. Unisex clothing is permissible in both male and female halfway houses as set forth in PM 8010.1, *Work Release Program*.
- c. While incarcerated with the D.C. Department of Corrections, transgender and intersex residents shall not be discriminated against in regard to their participation in services, programs, or benefits and shall not be subjected to verbal or physical harassment or a hostile environment by the staff or residents. Individuals who are found to engage in such abuse shall be subject to appropriate disciplinary action.
 - d. To the degree practicable, searches of transgender or intersex residents shall be conducted in a manner consistent with DOC policy outside the presence of other residents or non-critical staff.

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Attachment

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DOC/PP4020.3E/5/1/14

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			REVIEW DATE:	December 19, 2017	
			Approving Authority	Quincy L. Booth Interim Director	
	SUBJECT:	COMMUNITY CORRECTIONAL CENTER DISCIPLINARY PROCEDURES			
	NUMBER:	4022.1C			
Attachments:	Attachments 1-6				

SUMMARY OF CHANGES:

Section	Change
	<i>Changes made throughout the policy.</i>

APPROVED:

Signature on File



Quincy L. Booth, Interim Director

12/19/2016
Date Signed

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1. **PURPOSE AND SCOPE.** To establish standards of conduct and discipline for persons released pursuant to D.C. Official Code Section 23-1321(c)(1)(B)(xi) and ordered by a judicial officer to be housed in Community Correctional Centers (CCC). These rules establish sanctions, up to and including revocation of release and detention, for violations of CCC rules, policies and procedures. Conditional release under Section 23-1321(c)(1)(B)(xi) is a pretrial release option for those defendants ordered by a judicial officer to return to custody for specified hours following release for employment, schooling or other limited purposes.

2. **NOTICE OF NON-DISCRIMINATION**

- a. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code § 2-1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense, or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

3. **PROGRAM OBJECTIVES.** The expected results of this program are:

- a. Community Correctional Centers shall operate in an orderly, safe and secure manner.
- b. To foster public safety by taking appropriate disciplinary action against each defendant who fails to adhere to the rules of the facility.
- c. To ensure timely, fair and impartial hearings for alleged infractions of CCC rules.
- d. Enforce sanctions for misconduct.

4. **DIRECTIVES AFFECTED**

- a. **Directives Rescinded**

PP 4022.1A Community Correctional Center Disciplinary Procedures
(06/5/13)

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b. Directives Referenced

PP 5010.3 Contraband Control

5. AUTHORITY

- a. Chapter 7 of Title 28 of the District of Columbia Municipal Regulations (DCMR) entitled "Community Correctional Center Disciplinary Procedures".
- b. D.C. Code § 23-1329, Penalties for violation of conditions of release.
- c. D.C. Code § 23-1321, Release prior to trial.
- d. D.C. Code § 22-2601, Escape from Institution or Officer.

6. STANDARDS REFERENCED

- a. NONE

7. DEFINITIONS. For the purpose of this directive, the following definitions shall apply:

- a. *Absconder.* A pretrial CCC defendant conditionally released pursuant to D.C. Official Code Section 23-1321(c)(1)(B)(xi) who fails to return to his/her assigned CCC after an authorized release into the community or who leaves the CCC without authorization. The failure to return after an authorized release or an unauthorized absence is a violation of the conditions of release and may result in a prosecution for contempt of court pursuant to the provisions of D.C. Official Code Section 23-1329, or escape under D.C. Official Code Section 22-2601.
- b. *Administrative Hold.* Confinement of a CCC defendant to the center, for a period not to exceed 24 hours (excluding weekends and holidays), pending the investigation of a complaint/allegation of a program or center violation.
- c. *Altered Item.* An item that has been modified or remanufactured for purposes other than the original use.
- d. *Chain of Custody* means the practice of preserving evidence and documenting the record of who handled and controlled the evidence.
- e. *Contraband.* Any unauthorized item found in the possession or control of a CCC defendant.

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- f. *Curfew.* The designated time that a CCC defendant is required by court order or program requirement to return to the CCC following an authorized release to the community.
- g. *Curfew Violator.* A CCC defendant, who fails to return to the CCC at the authorized time, returns after curfew, but before a warrant for escape is issued.
- h. *Detention.* The placement of a CCC defendant in the Central Detention Facility (CDF) following a formal complaint/allegation of a Class I infraction pending judicial intervention and/or review, or following a formal complaint/allegation of a Class II infraction by a defendant who is reasonably believed to present a high risk of danger to self or others, or presents a risk of flight, and who has been remanded to the CDF for more than 24 hours.
- i. *Disciplinary Team.* The CCC staff designated by the CCC Administrator/Director to conduct disciplinary hearings for violations of Class II or Class III infractions.
- j. *Evidence.* Any item or information that tends to establish or disprove a fact.
- k. *Room Confinement/Restriction.* The confinement of a CCC defendant, when deemed appropriate by the CCC Administrator/Director or designee, to a room within the facility except to attend work, school, scheduled medical appointments, meals, legal visits, training programs and community service.

8. RESPONSIBILITIES

- a. The Deputy Director for Operations or designee, in conjunction with the OCC Program Administrator, shall be responsible for the implementation of this directive.
- b. The OCC Program Administrator shall be responsible for ensuring that an adequate supply of CCC Disciplinary Procedure Handbooks are printed in both English and Spanish.
- c. The OCC Program Administrator shall be responsible for conspicuously posting this directive on all inmate bulletin boards.

9. DEFENDANT ORIENTATION

- a. Within one (1) business day of their arrival at an assigned CCC, a newly assigned defendant will participate in an orientation program.
- b. CCC staff will confirm the defendant's employment and/or training status.

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- c. During orientation, all defendants will be advised of CCC regulations and will sign the Orientation Overview Sheet (Attachment 1).
- d. All persons housed in a CCC facility shall receive and sign for a copy of the regulations.
- e. All CCC defendants will be required to participate in the orientation program prior to being released unless they have been ordered by a judicial officer to be immediately released into the community.

10. 702 CODE OF INFRACTIONS

The below is a description of the infractions found in the 28 DCMR 702:

a. Class I Infractions

- 702.1 Class I Infractions constitute misconduct that violates the law or otherwise jeopardizes the safe and secure operation of the CCC.
- 702.2 Any CCC defendant charged with one or more Class I Infractions will be immediately remanded to the CDF pending judicial intervention and review.
- 702.3 An affidavit stating the basis for the defendant's remand shall be prepared and filed by the CCC staff with the appropriate judicial officer within twenty-four (24) hours (excluding weekends and holidays) along with a request for the removal of the defendant from the work release program (Attachment 2).
- 702.4 Copies of all affidavits will be submitted by the CCC staff to the Office of Community Corrections for review and approval. The Office of Community Corrections, subsequent to the Administrator's approval shall submit three copies of the affidavit to the Intake Criminal Division/Pre-trial Services and the U.S. Attorney's Office.
- 702.5 The following are Class I Infractions:
 - a) Abscondance. Abscondance is the failure of a pretrial CCC defendant, conditionally released pursuant to D.C. Official Code Section 23-1321(c)(1)(B)(xi), to return to his/her assigned CCC after authorized release into the community, or who leaves the CCC without authorization. The failure to return after an authorized release or an unauthorized absence is a violation of the conditions of release and may result in a prosecution for contempt of court pursuant to D.C. Official Code Section 23-1329, or escape under D.C. Official Code Section 22-2601.

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- b) Arrest on an escape warrant or a voluntary return to a CCC after an escape warrant has been issued.
- c) Conduct that constitutes the basis for a new felony or misdemeanor charge (including new charges or conduct that is observed by the CCC staff and is referred for prosecution). Criminal conduct that occurs in a CCC may be referred to the Metropolitan Police Department (MPD), which has statutory authority to arrest, and the matter may be forwarded to the U.S. Attorney's Office for prosecution.
- d) Threatening another person within the CCC with bodily harm or with any offense against his/her person or family.
- e) Assaulting another person, fighting or interfering with CCC security.
- f) Possession, manufacture or introduction into the CCC of a pistol, firearm, imitation pistol or firearm, other weapons, sharpened instruments capable of being used as a weapon, knife, dangerous chemicals, explosives, ammunition, or any tool that can be used as a weapon capable of inflicting serious bodily harm to others.
- g) Intentional destruction of any property within the CCC.
- h) Possession, manufacture, introduction or use in the CCC of any narcotic, marijuana, intoxicant, medication, drug or drug related paraphernalia not prescribed for the defendant by a doctor and/or authorized by the medical staff.
- i) Engaging in sexual acts with others in the CCC or on the CCC premises.
- j) Second or subsequent Class II Infractions may result in a Class I violation.
- k) If a defendant charged with a Class II Infraction is reasonably believed to present high risk of danger to self or others, or presents a risk of flight, that defendant may be temporarily remanded to the CDF. The CCC Administrator or designee must approve any such temporary remand to the CDF. An affidavit stating the basis for the defendant's remand shall be prepared without unnecessary delay by the CCC Administrator or designee and filed within twenty-four (24) hours (excluding holidays and weekends) of the defendant's remand to the CDF (Attachment 2).

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b. Class II Infractions

702.6 Class II Infractions constitute misconduct that jeopardizes the security and/or orderly operation of the CCC. The CCC Disciplinary Team is empowered to impose appropriate administrative sanctions when a charged Class II Infraction is sustained. The conduct listed below constitutes infractions under this section.

- a) Smoking where prohibited.
- b) Possession of materials to manufacture alcoholic beverages.
- c) Violation of curfew (defendants return to the CCC after curfew but before a warrant for escape is issued).
- d) Gambling, conducting a gambling operation or possession of gambling paraphernalia, including betting pools, illegal lotteries, or other games of chance.
- e) Refusal to obey an order from CCC staff.
- f) Using abusive, threatening or obscene language to any staff person.
- g) Failure to report a new arrest.
- h) Being in an unauthorized area without permission from a CCC staff person.
- i) Wearing or possessing a disguise or mask.
- j) Indecent exposure.
- k) Signing in or out of the CCC under false pretenses.
- l) Failure on the part of any defendant to abide by a mutually agreed upon program contract (e.g. drug program, education program or work schedule).
- m) Failure to pay subsistence fees to the CCC.
- n) Disruption of CCC operations.
- o) Testing positive for drugs or alcohol.
- p) Conspiracy to commit any misconduct listed as a Class II Infraction.

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c. Class III Infractions

702.7 Class III Infractions constitute misconduct that does not jeopardize the security, safety or orderly operation of the CCC, but could be considered as offensive or inappropriate. Class III Infractions are generally violations of rules, regulations or policies that are not specifically listed, or are not the equivalent of Class I or Class II Infractions, but are guidelines for appropriate behavior. For example, lying to a CCC staff person is a Class III Infraction. Class III Infractions are the least severe infractions. The CCC Disciplinary Team is empowered to impose administrative sanctions when a charged Class III infraction is sustained.

11. PRE-HEARING PROCEDURES

a. Pre-hearing Confinement

- 1) The CCC Administrator/Director or Shift Supervisor may place a defendant on administrative hold within the CCC if he/she determines that doing so is necessary to ensure the integrity of an investigation of any incident. Except in extenuating circumstances, a pre-hearing administrative hold should not exceed twenty-four (24) hours, excluding weekends and holidays.
- 2) CCC defendants charged with a Class I Infraction shall be immediately remanded to the CDF.
- 3) Within twenty-four (24) hours (excluding weekends and holidays) of the defendant's remand to the CDF an affidavit stating the basis for the defendant's remand shall be filed by the CCC staff with the appropriate judicial officer along with a request for an order that the defendant be brought before court without unnecessary delay.
- 4) Copies of the affidavit will be sent by the CCC staff to the Pretrial Services Agency and the Criminal Justice Act Office for forwarding to defense counsel and the U.S. Attorney's Office.

b. Filing of Disciplinary Report

- 1) Upon reasonable belief of a staff member that a CCC defendant has committed a Class II or Class III Infraction, the CCC staff member may file a disciplinary report (Attachment 3). Disciplinary reports must be delivered, hand-carried if reasonably possible, by the reporting staff member or designee to the Shift Supervisor.

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- 2) The Shift Supervisor shall be responsible for reviewing, signing and forwarding disciplinary reports to the Disciplinary Team.
- 3) If the Shift Supervisor believes the report is not sufficiently clear, or that the severity level of the alleged misconduct is inappropriate, he/she shall direct, in writing, that the reporting staff member rewrite the report. The order by the Shift Supervisor to rewrite a disciplinary report shall be made a part of the Official record.
- 4) Absent extenuating circumstances, disciplinary reports are to be completed within twenty-four (24) hours of the reporting staff person becoming aware of the infraction.
- 5) Any extenuating circumstances that prohibit the timely submission of a disciplinary report shall be noted in the report. Absent extenuating circumstances, a disciplinary report shall be submitted to the Disciplinary Team within than seventy-two (72) hours after the reporting staff person becomes aware of an infraction.
- 6) Each disciplinary report shall include the following information:
 - a) Defendant's name and DCDC number;
 - b) The specific rule alleged to have been violated and a statement of the charges;
 - c) Names of witnesses to the incident;
 - d) Date, time and location of the alleged infraction;
 - e) Facts surrounding the incident sufficient to answer the questions of who, what, when, where, how and why;
 - f) Disposition of any confiscated property;
 - g) Any action taken including confiscation of property, the seizure of contraband or the placing of a defendant on administrative hold;
 - h) Supplementary reports of witnesses and/or other involved CCC staff; and
 - i) The signature of the reporting staff person.

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- 7) A copy of the disciplinary report is to be provided to the subject defendant within twenty-four (24) hours of when the report is approved by to the Shift Supervisor, absent any extenuating circumstances.

c. Confiscation of Property

- 1) In the event that a defendant's property is confiscated due to a rule violation, the staff member who confiscates the property shall complete a property inventory form (Attachment 4).
- 2) Immediately following the confiscation, the defendant/owner shall sign and receive a copy of the inventory form.
- 3) A copy of the inventory form shall also be placed with the property. The staff person executing the property inventory form shall note the condition of the property.
- 4) In the event that the defendant/owner is not present when the property is confiscated, two staff members shall conduct the inventory and both shall sign the property inventory form.
- 5) If the property is returned to the defendant/owner, he/she shall verify that the property has not been altered or damaged, sign the inventory form upon receipt of the property and be provided a copy of the form.

d. Investigation of Violation

- 1) When a violation is reported for which an investigation is deemed necessary, the investigation shall begin within twenty-four (24) hours of the time that the violation is reported. The investigation is to be completed without unreasonable delay.
- 2) The investigator shall normally be a supervisor. The investigating supervisor may seek the assistance of another staff member as long as that staff member is not the individual who reported the incident or is not a witness to the incident. Where appropriate, the CCC staff may seek the assistance of the Metropolitan Police Department or other law enforcement agencies in the investigation of an incident.

e. Physical Evidence

- 1) Any physical item identified as evidence in connection with any alleged misconduct or violation is to be seized by CCC staff. Each seized item

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must be accompanied by a correctly completed evidence report (Attachment 5).

- 2) Items of physical evidence shall be picked up daily by the Shift Supervisor and securely maintained in the evidence lockers. Evidence lockers are to be maintained under the control of CCC supervisory staff.
- 3) To maintain a clear chain of custody, the time and date that evidence passes from the control of one person to another is to be documented.
- 4) When the evidence is no longer needed, it shall be disposed of in accordance PS 5010.3, Contraband Control.
- 5) The CCC Shift Supervisor, or his/her designee, is responsible for conducting periodic audits of evidence storage lockers to ensure compliance with policies and procedures for the handling of evidence.

12. DISCIPLINARY HEARING PROCEDURES

a. General Provisions

- 1) The Shift Supervisor, following receipt and review of a disciplinary report, shall complete a Disciplinary Report Investigation Form (Attachment 6). Along with the Disciplinary Report Investigation Form, the subject defendant must be provided a copy of the disciplinary report, with any attachments, at least twenty-four (24) hours prior to a hearing. A CCC defendant may waive, in writing, the twenty-four hour notice.
- 2) The Shift Supervisor must attempt to obtain the subject defendant's signature on the Disciplinary Report Investigation Form, acknowledging receipt of a copy. If the defendant refuses to sign, the Shift Supervisor shall note on the form that the defendant refused to sign and have another employee witness and sign that a copy of the Disciplinary Report Investigation Form and disciplinary report were given to the defendant.
- 3) The Disciplinary Report Investigation Form shall state the date and time of the hearing.
- 4) At the time that the CCC defendant is served with the Notice of Hearing Form, he/she must inform the Shift Supervisor or designee of his/her intent to provide a list of the witnesses. The list of witnesses shall be submitted to the Disciplinary Team.