



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**



**Rental Housing Commission**



February 21, 2018

The Honorable Anita Bonds  
Chairperson, Committee on Housing and Neighborhood Revitalization  
Council of the District of Columbia  
1350 Pennsylvania Avenue, NW  
Washington, D.C. 20004

**SUBJECT: RHC Responses to Questions in Advance of the Performance Oversight  
Public Hearing on Fiscal Years 2017/2018**

Dear Chairperson Bonds:

The Rental Housing Commission (“RHC” or the “Commission”) has received questions in preparation for the Annual Performance Oversight Public Hearing, scheduled for Friday, March 2, 2018. As requested by letters, dated January 19, 2018 and January 22, 2018, we have attached the pre-hearing questions and the Commission’s responses. We will provide this letter electronically, with enclosures; and forward under separate cover six (6) hard-copy binders, as requested.

Sincerely,

Michael T. Spencer  
Chairman  
Rental Housing Commission

## **RENTAL HOUSING COMMISSION'S RESPONSES TO FY 2018 PERFORMANCE OVERSIGHT QUESTIONS**

### **I. Agency Operations and Personnel**

1. Please provide a complete, up-to-date organizational chart for each division within the agency including, either attached or separately, an explanation of the roles and responsibilities for each division and subdivision.
  - a. Please include a list of the employees (name and title) for each subdivision and the number of vacant positions;
  - b. Please provide a narrative explanation of any organizational changes made during FY17 or FY18 to date;
  - c. Please describe the major functions and responsibilities of each division and subdivision of the agency; and
  - d. Note on the chart the date that the information was collected.

See Attachment 1.

2. Please attach in Excel a current **Schedule A** for the agency, as of February 1, 2018, with the following information for each position:

- a. Employee's name, if the position is filled;
- b. Program and activity name and code as appears in the budget;
- c. Office name, if different from activity code;
- d. Title/position name;
- e. Position number;
- f. Grade, series, and step;
- g. Salary and fringe benefits (please separate salary and fringe and include the FY17 fringe benefit rate);
- h. Job status (e.g. continuing/term/temporary);
- i. Type of appointment (e.g. career, MSS);
- j. Full-time part-time, or WAE;
- k. Seasonal or year-round;
- l. Start date in the position (i.e. effective date);
- m. Start date with the agency;
- n. Previous office (program) and position Gob title) with the agency, if relevant
- o. Position status (A-active, R-frozen, P-proposed, etc.);
- p. Date of vacancy or freeze, if relevant; and
- q. Whether the position must be filled to comply with federal or local law (and if so, please specify what federal or local law applies).

See Attachment 2.

3. For any term or temp position included in the schedule A and filled in FY 17 or FY18 to date, please provide a brief narrative for why the hire was done on a term or temporary basis and not on a continuing basis.

Pursuant to the Rental Housing Act of 1985, as amended, Commissioners shall serve 3-year terms unless that person is appointed to fill a vacancy on the Rental Housing Commission. In that case, the member shall be appointed only for the unexpired term of the member whose vacancy is being filled.

4. Please provide the following information on any contract workers in your agency:

DHCD provides the Commission with administrative support, primarily by assigning its staff to work at the Commission. In addition to the five FTEs that DHCD has assigned to the Commission, DHCD also provides a contract worker from Midtown Personnel, Inc. to support the Commission’s operations. The contract worker functions as an Intake Clerk.

- a. Position name
- b. Organizational unit assigned to
- c. Hourly rate
- d. Type of work duties

Intake Clerk  
 Rental Housing Commission  
 \$28.75

The Intake Clerk assists the Commission by welcoming visitors to the Commission, answering the main telephone number, photocopying and filing documents, etc.

5. Please complete the following chart about the residency of new hires in FY17 or FY18 to date:

**Number of Employees Hired FY 2017 and FY 2018 to date**

<i>Position Type</i>	<i>Total Number</i>	<i>Number who are District Residents</i>
Continuing	1	1
Term	1	1
Temporary		
WAE		

6. Please list all **employees detailed** to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the

date of the detail, and the employee's projected date of return.

There were no employees detailed to or from the agency.

7. Please provide the Committee with a list of travel expenses, arranged by employee for FY17 and FY18 to date, including the dates of travel, amount of expenses, and reason for travel. Please specify whether employees may be reimbursed for out-of-pocket travel expenses; and, if so, please describe agency protocol and requirements for employees to apply for and receive reimbursements for such travel expenses, such as necessary documentation, timeframes, and other requirements.

There were no travel expenses incurred by any employees from FY 17 and FY 18 to date.

8. Please provide the Committee with a list of the total **workers' compensation** payments paid in FY 17 and FY 18 to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

There were no workers' compensation payments paid in FY 17 and FY 18 to date.

9. For FY 17 and FY18 to date, please list each **employee separated** from the agency, other than due to retirement. Also include:
  - a. Amount of separation pay, if relevant;
  - b. Number of weeks of pay, if relevant; and
  - c. The reason for the separation.

There were no employees separated from the RHC in FY 17 and FY 18 to date.

10. Does the agency conduct annual performance evaluations of all its employees? Who conducts such evaluations? What steps are taken to ensure that all agency employees are meeting individual job requirements?

Yes. Employees were evaluated in FY17 by their appropriate supervisor as following the process established by the Department of Human Resources. An overall performance rating is a culmination of the ratings assigned to each performance expectation.

The process for evaluating agency attorneys is set forth in Chapter 36 (Legal Service) of the District Personnel Manual (DPM) and includes coordination between each agency, the Mayor's Office of Legal Counsel (MOLC) and the Department of Human Resources (DCHR).

11. Please provide the number of FY 18 full-time equivalents (FTEs) for the agency, broken down by program and activity.

- a. Please provide the number of vacancies at the close of FY 17, by program and activity, and current vacancy information.
- b. For each vacant position, please note how long the position has been vacant and whether or not the position has since been filled.
- c. How many vacancies within the agency were posted during FY17 and FY 18 to date? How many were filled during FY 17 and FY 18 to date?

The Commission has three (3) FTEs. DHCD provides the Commission with administrative support, primarily by assigning several of its FTEs to work at the Commission. With DHCD's support, the Commission benefits from the assistance of an additional five (5) FTEs, including two (2) attorney advisors. With DHCD's support, the Commission has a combined eight (8) FTEs assigned to effectuate the Commission's work.

The Commission did not have any vacancies at the close of FY17.

The Commission does not have any vacancies.

Pursuant to the Rental Housing Act of 1985, as amended, Commissioners are appointed by the Mayor with the advice and consent of the Council. The Commission is not involved in the appointment process of new members. The Mayor's Office of Talent and Appointments (MOTA) conducts outreach and engagement to fill critical appointed roles on the Commission.

In FY 17, the Commission had two vacant positions, which MOTA filled on July 24, 2016. In FY 18, the Commission briefly had one vacant position, which MOTA filled on January 22, 2018.

12. Please provide the salary for the top 2 earners in the administrative staff and the top 5 earners in the managerial staff. Managerial staff members are those who direct or supervise another employee or a significant component of a project.

Top Earners – Administrative Staff:

- Rental Property Program Specialist \$110,145.00
- Attorney Advisor \$89,376.99

Top Earners - Managerial Staff

- Chairman \$148,300.00
- Commissioner \$135,445.00

- Commissioner \$135,445.00

13. Please provide the average salary for administrative and managerial staff.

Average Administrative Salary

- \$87,223.40

Average Managerial Salary

- \$139,963.33

14. Please provide a list of the top 5 overtime earners.

There were no overtime earners.

15. What is the total number and percentage of employees that are District residents within the agency? Please describe the methods used by the agency to increase the hiring of District residents.

The Rental Housing Act of 1985, as amended, requires all members of the Rental Housing Commission to be District residents. As such, the three (3) or One Hundred Percent (100%) of the Commission's employees are District residents.

DHCD provides the Commission with administrative support, primarily by assigning five (5) FTEs to work at the Commission. Three (3) out of the five (5) or Sixty Percent (60%) of the DHCD employees at the Commission are District residents. DHCD complies with all hiring requirements, including the District's residency preference program.

16. Please provide a list of any additional training or continuing education opportunities made available to agency employees. For each additional training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.

The Department of Human Resources' Center for Learning & Development (CLD) coordinates numerous training programs and activities for District government agencies and employee. Employees at the Commission have received training in a number of areas, including such as LGBT Cultural Competency. Information regarding the subject of the various trainings, the names of the trainers, and the number of Commission employees that were trained can be found by contacting that office. Further, attorneys at the Commission occasionally receive invitations to attend trainings conducted by the Office of the Attorney General.

17. Please provide the Committee with:

- a. A list of all employees who receive cell phones, personal digital assistants, iPads, or similar communications devices at agency expense;
- b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned;
- c. A list of travel expenses, arranged by employee; and
- d. A list of the total overtime and workman's compensation payments paid in FY 17 and FY18 to date.

All three (3) members of the Commission and the Clerk of Court received a government-issued cell phone.

The Commission does not own, lease, or use any vehicles.

The agency did not incur any travel expenses on behalf of any employees.

There were no overtime or workman's compensation payments paid in FY 17 and FY 18 to date.

18. Please provide the Committee with a list of employees who received bonuses or special award pay granted in FY 17 and FY18 to date, and identify:

- a. The employee receiving the bonus or special pay,
- b. The amount received, and
- c. The reason for the bonus or special pay.

DHCD provides the Commission with administrative support, primarily by assigning several of its FTEs to work at the Commission, including two (2) attorney advisors. One of the attorney advisors DHCD assigned to the Commission received a bonus pursuant to the Collective Bargaining Compensation Agreement (CBA) between the American Federation of Government Employees, Local 1403, AFL-CIO and DHCD, effective fiscal year 2013 through 2017. The CBA requires DHCD to pay a two percent performance allowance to any attorney who receives an "exceeds expectations" or substantially similar rating, for the evaluation period ending August 31, 2016.

19. Please provide the name of each employee who was or is on administrative leave in FY 17 and FY18 to date. In addition, for each employee identified, please provide:
  - a. Their position;
  - b. A brief description of the reason they were placed on leave;
  - c. The dates they were/are on administrative leave;
  - d. Expected date of return;
  - e. Whether the leave was or is paid or unpaid; and
  - f. Their current status (as of February 1, 2018).

A former Commissioner is on paid administrative leave. His term expired on January 18, 2018, and he has been on paid administrative leave since January 19, 2018.

20. Please describe the agency's performance measurement activities, including:

- a. A list of performance measures used by the agency;
- b. The procedures used to review and act on results;
- c. All staff and resources dedicated to performance measurement; and
- d. The goals and actual results for those performance measures in FY 17 and an explanation of any variance between goals and results.

DHCD provides the Commission with administrative, budgetary and programmatic support. The Commission's performance metrics are embedded in the performance plan that DHCD submitted to the Office of the City Administrator. There are two metrics committed to the Commission: (1) the average number of days between Rental Housing Commission hearing a new case and final decision and (2) the number of appeals disposed.

21. Please provide a copy of the agency's FY17 performance plan. Please explain which performance plan objectives were completed in FY 17 and whether they were completed on time and within budget. If they were not, please provide an explanation.

DHCD provides the Commission with administrative, budgetary and programmatic support. The Commission's performance metrics are embedded in the performance plan that DHCD submitted to the Office of the City Administrator. There are two metrics committed to the Commission: (1) the average number of days between Rental Housing Commission hearing a new case and final decision and (2) the number of appeals disposed. These objectives were completed on time and within budget

22. Please provide a copy of your agency's FY18 performance plan as submitted to the Office of the City Administrator.

The Commission's performance metrics for FY18 are embedded in the performance plan that DHCD submitted to the Office of the City Administrator. There are two metrics committed to the Commission: (1) the average number of days between Rental Housing Commission hearing a new case and final decision and (2) the number of appeals disposed.

23. Please provide the number of FOIA requests for FY 17 and FY18 to date that were submitted to your agency. Include the number granted, partially granted, denied, and pending. In addition, please provide the average response time, the estimated number of FTEs required to process requests, the estimated number of hours spent responding to



these requests, and the cost of compliance.

The Commission has not received any FOIA requests in FY 17 or FY18 to date.

24. Please list the task forces and organizations of which the agency is a member.

The Commission is not a member of any task force or organization.

## **II. Budget**

25. Please provide a table showing your agency's Council-approved original budget, revised budget (after reprogrammings, etc.), and actual spending, by program and activity, for FY 16, FY 17, and the first quarter of FY 18.

- a. For each program and activity, please include total budget and break down the budget by funding source (federal, local, special purpose revenue, or intra-district funds).
- b. Include any over- or under-spending. Explain any variances between fiscal year appropriations and actual expenditures for FY17 and FY18 for each program and activity code.
- c. Attach the cost allocation plans for FY17 and FY18.
- d. In FY 17 or FY 18, did the agency have any federal funds that lapsed? If so, please provide a full accounting, including amounts, fund sources (e.g. grant name), and reason the funds were not fully expended.

See Attachments 7, 8 and 9.

DHCD provides the Commission with administrative, budgetary and programmatic support. The Commission is a part of DHCD's overall budget.

26. Please provide as an attachment a chart showing the agency's federal funding by program for FY 17 and FY18 to date.

The Commission does not receive any federal funding by program.

27. Please provide a table listing every reprogramming of funds (i.e. local, federal and SPR) into and out of the agency for FY 17 and FY18 to date, as well as anticipated inter-agency reprogrammings for the remainder of FY18. Please attach copies of the reprogramming documents, including the Agency Fiscal Officer's request memo and the attached reprogramming chart. For each reprogramming, include:

- a. The reprogramming number;
- b. The sending or receiving agency name;

- c. The date;
- d. The dollar amount;
- e. The funding source (i.e. local, federal, SPR);
- f. The program, activity, and CSG codes for the originating funds;
- g. The program, activity, and CSG codes for the received funds; and
- h. A detailed rationale for the reprogramming.

Please see the response to #25 above.

28. Please list, in chronological order, every reprogramming *within* your agency during FY 17 and FY18 to date, as well as any anticipated intra-agency reprogrammings. Please attach copies of any reprogramming documents. For each reprogramming, include:

- a. The date;
- b. The dollar amount;
- c. The funding source (i.e. local, federal, SPR);
- d. The program, activity, and CSG codes for the originating funds;
- e. The program, activity, and CSG codes for the received funds; and
- f. A detailed rationale for the reprogramming.

Please see the response to #25 above.

29. For FY 17 and FY18 to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

- a. The revenue source name and fund code;
- b. A description of the program that generates the funds;
- c. The revenue funds generated annually by each source or program;
- d. Expenditures of funds, including the purpose of each expenditure; and
- e. the current fund balance (i.e. budget versus revenue)

Please see the response to #25 above.

30. Please list all **memoranda of understanding ("MOU")** and memoranda of agreement ("MOA") entered into by your agency during FY 17 and FY18 to date, as well as any MOU or MOA currently in force. (You do not need to repeat any intra-district MOUs that were covered in the question above on intra-district transfers.)

- a. For each MOU, indicate:
  - i. The parties to the MOU or MOA;
  - ii. Whether a letter of intent was signed in the previous fiscal year and if so, on what date;
  - iii. The date on which the MOU or MOA was entered; 1v. The actual or

- anticipated termination date;
  - iv. The purpose; and
  - v. The dollar amount.
  - vi. Attach copies of all MOUs or MOAs, other than those for overhead or logistical services, such as routine IT services or security.
- b. Please list any additional MOUs and MOAs planned for FY 18, including the anticipated agency(ies), purposes, and dollar amounts.

The Commission is not a party to any MOUs or MOAs.

31. Please list all **capital projects** in the financial plan and provide an update on all capital projects under the agency's purview in FY 17 and FY18 to date, including projects that are managed or overseen by another agency or entity. Please provide:
- a. A brief description of each project begun, in progress, or concluded in FY 17, FY 18, and FY18 to date;
  - b. A status report on all capital projects including:
    - i. Tile amount budgeted, actual dollars spent, and any remaining balances;
    - ii. Start and completion dates; and
    - iii. Current status of the project.
  - c. A list of which projects are experiencing delays and which require additional funding;
  - d. A status report on all capital projects planned for FY18, FY 19, FY20, FY21, FY22, and FY23; and
  - e. A description of whether the capital projects begun, in progress, or concluded in FY16, FY 17, or FY18 to date, had an impact on the operating budget of the agency; if so, please provide an accounting of such impact.

The Commission is not involved in any capital projects.

32. Please describe the agency's efforts to utilize federal funding sources and other alternative funding sources.

The Commission only receives local funds.

33. For **FY 17** and **FY18** to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

**FY 17 Pcard Expenditures**

	<b>Vendor</b>	<b>Authorized User</b>	<b>Purpose</b>
1	Total Office Product, Inc.	LaTonya Miles	Office Supplies

2	Standard Office Supply Co	LaTonya Miles	Office Supplies
3	Standard Office Supply Co	LaTonya Miles	Office Supplies
4	Spectrum Management Co	LaTonya Miles	Rekey 2 doors
5	Standard Office Supply Co	LaTonya Miles	Shredder & Lamp

**FY 18 Pcard Expenditures**

	<b>Vendor</b>	<b>Authorized User</b>	<b>Purpose</b>
1	Standard Office Supply Co	LaTonya Miles	Office Supplies
2	Office Valley Machine & Equipment, Inc.	LaTonya Miles	Yearly Service Agreement for Recording Device
3	Standard Office Supplies	LaTonya Miles	Office Calendars and supplies
4	Standard Office Supplies	LaTonya Miles	Office Supplies
5	Spectrum Management Co	LaTonya Miles	Repair drywall in 9 areas and paint all affected walls
6	Armstrong Custom Signs, LLC	LaTonya Miles	Window Signs and Door Signage

34. Please describe any spending pressures the agency experienced in FY 17 and any anticipated spending pressures for the remainder of FY18. Include a description of the pressure and the estimated amount. If the spending pressure was in FY 16, describe how it was resolved, and if the spending pressure is in FY 18, describe any proposed solutions.

DHCD provides the Commission with administrative, budgetary and programmatic support. The Commission is a part of DHCD's overall budget. The Commission has not experienced any spending pressures in FY 17 or FY18 to date.

35. **Part I:** The committee would like to better understand the agency's programmatic needs and the associated budgetary costs. Please submit copies of your FY 19 budget submission to the Mayor's Office of Budget and Finance (OBF). In FY 19, this includes:
- a. The Operating Budget Submission Memo;
  - b. Attachment A, Vacancy List;
  - c. Form 1 (Impact of Agency's March);
  - d. Form 2 (Enhancement Requests); and
  - e. Attachment B, List of intra-districts.

**Part II:** In addition, please identify:

- a. Which of your agency's MARC reductions and hypothetical 2% cuts (Form 1) were accepted or rejected (i.e. if the cut was rejected, the funds were not swept and if the cuts were

- accepted, the funds were swept); and
- b. Which of your agency's enhancement requests (Form 2) were accepted (i.e. which enhancements were added to your agency's FY 19 budget).

Part III: For FY17 and FY18, please include each fiscal year's information for #24 Part I and Part II. Please indicate if your agency is willingly omitting any information requests in Part I and Part II.

The Department of Housing and Community Development, which provides the Commission with budgetary, administrative, and programmatic support, works each year with the Mayor's Budget Office and the Deputy Mayor for Planning and Economic Development to develop our annual budget. The Mayor's Fiscal Year 2017 and 2018 budget submissions reflect these efforts. The Mayor's Fiscal Year 2019 budget will be submitted to the Council on March 21, 2018.

### **III. Contracting and Procurement**

36. Please list each grant or sub-grant, including multi-year grants, received by your agency in FY17 and FY18 to date. List the following:
- a. Source;
  - b. Purpose;
  - c. Timeframe;
  - d. Dollar amount received;
  - e. Amount expended;
  - f. How the grant is allocated if it is a multi-year grant; and
  - g. How many FTEs are dependent on each grant's funding, and if the grant is set to expire, what plans, if any, are in place to continue funding the FTEs.

The Commission does not receive any grants or sub-grants.

37. Please describe every grant your agency is, or is considering, applying for in FY18.

The Commission is not in the process of applying for any grants in FY18.

38. Please list each contract, procurement, and lease leveraged in FY 17 and FY 18 to date with a value amount of \$10,000.00 or more. "Leveraged" includes any contract, procurement, or lease used by DOES as a new procurement establishment (i.e. HCA, BPA, etc.), contract extension, and contract option year execution. This also includes direct payments (if applicable). For each contract,

procurement, or lease leveraged, please attach a table with the following information, where applicable:

**Part I**

- a. Contractor Vendor Name;
- b. Contract Number;
- c. Contract type (e.g. HCA, BPA, Sole Source, single/exempt from competition award, etc.);
- d. Description of contractual goods and/or services;
- e. Contract's outputs and deliverables;
- f. Status of deliverables (e.g. whether each was met or not met, in-progress, etc.);
- g. Copies of deliverables (e.g. reports, presentations);
- h. Contract Administrator name and title assigned to each contract and/or procurement;
- i. Oversight/monitoring plan for each contract and associated reports, performance evaluations, cure notices, and/or corrective action plans;
- j. Target population for each contract (e.g. unemployed adults, homeless youth, DOES staff, etc.);
- k. Subcontracting status (i.e. Did the Contractor sub any provision of goods and/or services with another vendor);
- l. Solicitation method (e.g. competitive bid via GSA or DCSS, sole source, task order against other agency's contract);
- m. CBE status;
- n. Division and activity within DOES utilizing the goods and/or services;
- o. Requisitions and purchase order numbers established under each contract;
- p. Corresponding, obligated amounts for each purchase order;
- q. Corresponding, expended amounts (actuals) for each purchase order;
- r. Funding source for each requisition and purchase order;
- s. Index and PCA codes used each requisition and purchase order;
- t. Activity code and name for each index and PCA used under requisitions and purchase orders;
- u. Total contract or procurement value in FY17;
- v. Total contract or procurement value in FY 18 (YTD);
- w. Period of performance (e.g. May 31 to April 30); and
- x. Current year of contract (e.g. Base Year, Option Year 1, etc.);

The Commission had no contracts, procurements, or leases leveraged in FY 17 and FY 18 to date with a value amount of \$10,000.00 or more.

**Part II:** Please attach monitoring documentation, including any monitoring reports or performance evaluations developed for use. If any contract is performance-based, specify the basis of performance (i.e. the metrics) and describe the payment formula.

DHCD provides the Commission with administrative, budgetary and programmatic support. For example, DHCD allows the Commission to utilize its contract with Lexis Advance as well as its contract with Midtown Personnel, Inc.

39. Please list each **grant** awarded by your agency during FY 17 and FY18 to date for goods and/or services provided by your agency. Please attach any documentation of monitoring, including any reports developed. For each grant, please include the following information, where applicable:

**Part I**

- a. Grant/Program Title;
- b. Grant/Program Number;
- c. Grantee Name;
- d. Description of goods and/or services;
- e. Grant' s outputs and deliverables;
- f. Status of deliverables (e.g. whether each was met or not met, in-progress, etc.);
- g. Copies of deliverables (e.g. reports, presentations);
- h. Program Manager name and title assigned to each grant;
- i. Grant Administrator name and title assigned to each grant;
- j. Oversight/monitoring plan for each grant and associated reports, performance evaluations, cure notices, and/or corrective action plans;
- k. Target population for each grant (e.g. unemployed adults, homeless youth, DOES staff, etc.);
- l. Sub-granting status (i.e. Did the Grantee sub any provision of goods and/or services with another vendor);
- m. Solicitation method (e.g. competitive RFA or sole source);
- n. CBE status;
- o. Division and activity within DOES utilizing the goods and/or services;
- p. Requisitions and purchase order numbers established under each grant;
- q. Corresponding, obligated amounts for each purchase order;
- r. Corresponding, expended amounts (actuals) for each purchase order;
- s. Funding source for each requisition and purchase order;
- t. Index and PCA codes used each requisition and purchase order;
- u. Activity code and name for each index and PCA used under requisitions and purchase orders;
- v. Total grant award value in FY 17;
- w. Total grant award value in FY18 (YTD);
- x. Period of performance (e.g. May 31 to April 30); and
- y. Current year of grant award (e.g. Base Year, Option Year **1**, etc.);

**Part II:** Please attach monitoring documentation, including any monitoring reports or performance evaluations developed for use. If any contract is performance-based, specify the basis of performance (i.e. the metrics) and describe the payment formula.

Please see the response to #36 above.

40. Please describe the steps taken by the agency to provide oversight and management for contracts. Specifically, how does the agency ensure that its programmatic needs are being met and contracting actions are standardized across various programs?

Please see the response to #38 above.

41. What percentage of contracts and total contracting budget at the agency was awarded to local, small, and disadvantaged business enterprises in FY 17 and FY 18 to date? What is the agency doing, if anything, to improve this rate?

Please see the response to #38 above.

#### **IV. Studies, Publications, Audits, Investigations, and Lawsuits**

42. Provide a list of all publications, brochures and pamphlets prepared by or for the agency during FY 17 and FY18 to date.

One of the Commission's core duties under the Rental Housing Act of 1985, as amended, is to certify and publish the annual adjustment of general applicability to rents for rent-controlled units no later than March 1<sup>st</sup> of each year. This adjustment is based upon any annual changes to: (1) the Consumer Price Index (CPI-W) in the Washington, D.C. region for most tenants; or (2) the annual Social Security Cost-of-Living-Adjustment (SS-COLA) for tenants who are age 62 and older or tenants with disabilities.

During FY17, the Commission published the annual adjustment for 2017 on the Commission's webpage, which is a part of DHCD's website. On or prior to March 1, 2018, the Commission will publish the annual adjustment for 2018 on the Commission's webpage, which is a part of DHCD's website. The Commission's webpage can be found at <https://dhcd.dc.gov/service/rental-housing-commission>.

43. Provide a list of all policy statements issued during FY 17 and FY 18 to date.

The Commission has not issued any policy statements during FY 17 or FY 18.

44. Please list and describe any ongoing or completed investigations, studies,



audits, or reports on the agency or any employee of the agency, or any investigations, studies, audits, or reports on the agency or any employee of the agency that were completed during FY 17 and FY18 to date.

DHCD provides the Commission with administrative support, primarily by assigning several of its FTEs to work at the Commission. DHCD handles any investigations, studies, audits or reports on any DHCD employee(s) assigned to the Commission.

In FY 17, DHCD conducted an internal investigation in response to an allegation that an employee made about a Commission staff. The investigation was conducted in July 2017, and the complainant's allegations were unsubstantiated.

In FY18 to date, the above-referenced employee accused a Commission staff of unrelated EEO violations. The employee pursued these claims through the Office of Human Rights' informal EEO process. The complainant's allegations were unsubstantiated. The complainant had until February 10, 2018 to file a formal complaint with the Office of Human Rights.

45. Describe any pending lawsuits involving the agency. Identify which cases on the list are lawsuits that potentially expose the District to significant financial liability or will result in a change in agency practices, and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success. For those identified, please include an explanation about the issues involved in each case.

There are no pending lawsuits involving the Commission.

46. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY17 or FY18 to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).

There were no settlements entered into by the Commission.

47. Please list the administrative complaints or grievances that the agency received in FY 17 and FY18 to date, broken down by source. Please describe the process utilized to respond to any complaints and grievances received and any changes to agency policies or procedures that have resulted from complaints or grievances received. For any complaints or grievances that were resolved in FY 17 or FY 18 to date, describe the resolution.

Please see the response to #44 above.

In FY 18, an employee grieved a leave restriction. The applicable collective bargaining agreement required the employee to file a Step 1 grievance with the Commission. The Step 1 grievance was denied in accordance with the collective bargaining agreement.

48. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any allegations received by the agency in FY 17 and FY18 to date, whether or not those allegations were resolved.

The Commission follows the policy, guidance, and procedures outlined for District agencies that are outlined in Mayor's Order 2017-313, dated December 18, 2017.

The Commission did not receive any sexual harassment or misconduct allegations during FY 2017 or FY 2018 to date.

49. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and its anticipated completion.

See Attachment 3, The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 2725, effective December 13, 1988.

See Attachment 4, The Compensation Collective Bargaining Agreement covering Compensation Units 1 and 2, effective April 1, 2013.

See Attachment 5, The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 1403, effective October 1, 2017.

See Attachment 6, The Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 1403, effective October 1, 2017.

50. Please list all reports or reporting currently required of the agency in the District of Columbia Code or Municipal Regulations. Provide a description of whether the agency is in compliance with these requirements, and if not, why not (e.g. the purpose behind the requirement is moot, etc.).

The Commission is subject to the reporting requirements of the Open Meetings

Act, and complies with the law by posting notice of upcoming hearings at least 28 hours in advance on DHCD's website and the Office of Open Government's website.

51. Please provide the number of **FOIA requests** for FY 17 and FY 18 to date that were submitted to your agency.
- a. Include the number granted, partially granted, denied, and pending.
  - b. Provide the average response time; the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.
  - c. Did the agency file a report of FOIA disclosure activities with the Secretary of the District of Columbia? Please provide a copy of that report as an attachment.

Please see the response to #23 above.

52. Please provide a list of all **studies, research papers, reports, and analyses** that the agency prepared or contracted for during FY17 and FY18 to date. Please attach a copy if the study research paper, report, or analysis is complete. For each study, paper, report, or analysis, please include:
- a. The name;
  - b. Status, including actual or expected completion date;
  - c. Purpose;
  - d. Author, whether the agency or an outside party,
  - e. Reference to the relevant grant or contract (name or number) in your responses above; and
  - f. Source of funding (program and activity codes) if not included in responses above.

The Commission did not prepare any studies, research, reports, or analyses during FY17 or FY18.

53. Please list all **reports or reporting** currently required of the agency in federal law, the District of Columbia Code, or Municipal Regulations. For each, include
- a. The statutory code or regulatory citation;
  - b. Brief description of the requirement;
  - c. Any report deadlines;
  - d. Most recent submission date; and
  - e. A description of whether the agency is in compliance with these requirements, and if not, why not.

The Commission is not subject to any reporting requirements under federal law.

## **V. Information and Technology**

54. Please describe how the agency is currently using its website and social media to help fulfill its mission, including any improvements it has made in FY17 and FY 18 to date, and any plans it has to do so in the near future.

The Commission's webpage on DHCD's website was updated in FY17 to better inform the public of what laws and regulations apply to rent-controlled housing and how to file an appeal. The Commission does not use social media.

55. Please identify all electronic databases maintained by the agency, including the following:
- a. A detailed description of the information tracked within each system;
  - b. Identification of persons who have access to each system, and whether the public can be granted access to all or part of each system; and
  - c. The age of the system and any discussion of substantial upgrades that has been made or is planned to the system.

Lexis Advance (access restricted to staff);  
Quickbase (access restricted to staff);  
DHCD publications (public access); and  
Office of Open Government meeting calendar (public access).

56. What is the agency's policy and practice with respect to the security of personally identifiable information that is maintained either digitally or in hard copy? Please provide as an attachment any applicable policy or guidance the agency follows on this matter.

Personally identifiable information (PII) is only retained by the Commission as a result of filings made in the course of litigation by parties, typically as evidence before the Office of Administrative Hearings. As in any litigation, it is the responsibility of parties making such filings to redact any PII or request, in advance of filing, that the filing be made under seal.

## **VI. Agency Programs and Policies**

57. Please list each policy initiative of the agency during FY 17 and FY18 to date. For each initiative please provide:
- a. A detailed description of the program;
  - b. The name of the employee who is responsible for the program;
  - c. The total number of FTEs assigned to the program; and
  - d. The amount of funding budgeted to the program.

Please see the Commission's responses regarding rulemaking in # 58 below. The Commission has not engaged in any other policy initiatives during FY 17 or FY18.

58. Please describe any initiatives the agency implemented within FY 17 and FY 18 to date, to improve the internal operation of the agency, reduce waste, fraud and abuse, or the interaction of the agency with outside parties. Please describe the results, or expected results, of each initiative.

The Commission has identified seven (7) initiatives for FY 18:

1. Rulemaking – At the FY17 Performance Oversight Hearing, the Commission's former chairman testified that the Commission, the Office of Administrative Hearings and the Office of the Rent Administrator began updating the regulations in 2015. In mid-FY16, the Commission invited "two critical stakeholder agencies - the Office of Tenant Advocate and the Housing Provider Ombudsman – to provide further review and revisions to [the] draft rulemaking." The Commission wanted the draft regulations to "reflect the broadest consensus possible among critical stakeholders before the public notice and comment period."

This is an on-going effort to adhere to best rulemaking practices and leverage the insight of our most critical stakeholder communities, the Commission will explore ways to ensure that significantly affected parties can meaningfully participate in the rulemaking process.

2. Enhance Constituent Experience – In FY 2018 to date, the Commission has implemented the practice of allowing litigants a reasonable amount of time to speak at a hearing before Commissioners question them about their cases. Additionally, the Commission has secured new signage for the main entrance and suite doors; and accommodated requests to appear via telephone.

The Commission will continue to explore alternatives to in-person appearances; effective outreach and engagement strategies; innovative and cost-efficient uses of technology; and the implementation of a plain language initiative to make as many forms, orders, decisions, and other documents free of legal jargon, when feasible.

3. Hire New Attorney-Advisor – In FY 2018 to date, DHCD hired an attorney advisor and assigned the person to the Commission. The individual is a D.C. resident, civic leader and attorney with extensive and substantive experience in administrative law.

4. Streamline and Formalize Decision Writing and Publication Process – In FY 2018 to date, the Commission discussed methods to streamline and formalize the decision writing and publication process. The Commission anticipates designing and piloting a new process in early April 2018.
5. Institute Formal Training Expectations for Commissioners – In FY18 to date, the Commission is proud to announce that 100% of its members have completed of the D.C. Bar’s Administrative Law course on drafting regulations.

The Commission anticipates that 100% of its members will also complete the National Judicial College’s intensive, fundamental two-week course on administrative law. This is the country’s preeminent course for administrative law adjudicators.

6. Go Digital – In FY 2018 to date, the Commission has abandoned the practice of photocopying voluminous records. The Commission’s new practice is to scans case files into an internal database, which reduces its unreasonable reliance on paper, and increases file accessibility for Commissioners, staff members, and litigants.

The Commission will continue its efforts to increase its reliance on technology, and improve public access to Commission decisions. For example, the Commission would like to upload all past decisions and orders on a searchable and publicly-accessible platform at no expense to users.

7. Update Workspace Environment – In FY 2018 to date, the Commission reorganized assigned workstations to provide a collaborative workspace for legal externs; purchased a high-capacity shredder; corrected issues that prohibited use of office’s postage machine; updated front-office furnishings; re-painted common areas; and replaced outdated signage.

59. Please explain the impact on the agency of any legislation passed at the federal level during FY17 and FY18 to date.

The Commission has not been impacted by any federal legislation in FY17 or FY18.

60. Please describe the effects on the capacity of the agency due to federal budget cuts.

The Commission’s budget is derived entirely from local funds and has not been impacted directly by federal budget cuts.

61. Please describe any preparations by the agency in anticipation of policy and priority changes under the new federal administration.

The Commission is not directly impacted by any anticipated federal policy changes.

62. Please describe the agency's efforts to utilize federal grants and other alternative funding sources.

DHCD provides the Commission with administrative, budgetary and programmatic support. The Commission is a part of DHCD's overall budget.

63. What steps, if any, has the agency taken during FY17 and FY18 to date, to reduce the following:

- a. Space utilization
- b. Communications costs
- c. Energy use
- d. Criminal activity in and around developments

- 1. Go Digital – In FY 2018 to date, the Commission has abandoned the practice of photocopying voluminous records. The Commission's new practice is to scans case files into an internal database, which reduces its unreasonable reliance on paper, and increases file accessibility for Commissioners, staff members, and litigants.

The Commission will continue its efforts to increase its reliance on technology, and improve public access to Commission decisions. For example, the Commission would like to upload all past decisions and orders on a searchable and publicly-accessible platform at no expense to users.

- 2. Update Workspace Environment – In FY 2018 to date, the Commission reorganized assigned workstations to provide a collaborative workspace for legal externs; purchased a high-capacity shredder; corrected issues that prohibited use of office's postage machine; updated front-office furnishings; re-painted common areas; and replaced outdated signage.

64. What District legislation has yet to be implemented by the agency, if any? If legislation has not yet been implemented, please explain why.

There is no legislation yet to be implemented by the Commission.

65. What has the agency done in FY17 and FY18 to date to make the activities of the agency more transparent to the public? In addition,

please identify ways in which the activities of the agency and information retained by the agency could be made more transparent.

Please see the response to question #58 above.

66. Please describe how the agency solicits feedback from customers.

- a. What has the agency learned from this feedback?
- b. How has the agency changed its practices as a result of this feedback?

Given the quasi-judicial function of the Commission, the Commission generally does not solicit feedback from the parties appearing before it.

67. Which programs at the agency are in most need of funding?

The Commission appreciates its current level of funding.

68. What has the agency done in the past year to make the activities of the agency more transparent to the public? In addition, please identify ways in which the activities of the agency and information retained by the agency could be made more transparent.

In the past year, the Commission has published its decisions, meeting notices, and the annual adjustment for rents on the Commission's webpage, which is a part of DHCD's website. The Commission's webpage can be found at <https://dhcd.dc.gov/service/rental-housing-commission>.

The Commission has also identified three (3) initiatives to enhance transparency in FY 18:

1. Rulemaking – At the FY17 Performance Oversight Hearing, the Commission's former chairman testified that the Commission, the Office of Administrative Hearings and the Office of the Rent Administrator began updating the regulations in 2015. In mid-FY16, the Commission invited "two critical stakeholder agencies - the Office of Tenant Advocate and the Housing Provider Ombudsman – to provide further review and revisions to [the] draft rulemaking." The Commission wanted the draft regulations "reflect[ed] the broadest consensus possible among critical stakeholders before the public notice and comment period."

In an effort to adhere to best rulemaking practices and leverage the insight of our most critical stakeholder communities, the Commission will explore ways to ensure that significantly affected parties can meaningfully participate in the rulemaking process.



2. Enhance Constituent Experience – In FY 2018 to date, the Commission has implemented the practice of allowing litigants a reasonable amount of time to speak at a hearing before Commissioners question them about their cases. Additionally, the Commission has secured new signage for the main entrance and suite doors; and accommodated requests to appear via telephone.

The Commission will continue to explore alternatives to in-person appearances; effective outreach and engagement strategies; innovative and cost-efficient uses of technology; and the implementation of a plain language initiative to make as many forms, orders, decisions, and other documents free of legal jargon, when feasible.

3. Go Digital – In FY 2018 to date, the Commission has abandoned the practice of photocopying voluminous records. The Commission’s new practice is to scans case files into an internal database, which reduces its unreasonable reliance on paper, and increases file accessibility for Commissioners, staff members, and litigants.

69. Please explain the impact on the agency of any legislation passed at the federal level during the last year. Specify such legislation and relevant provisions if possible.

The Commission has not been impacted by any federal legislation in the last year.

70. Please identify any statutory or regulatory impediments to the agency's operations.

The Commission has not identified any statutory or regulatory impediments to its operations.

71. Please provide a copy of the agency's FY 17 performance accountability report.

- a. Please explain which performance plan strategic objectives and key performance indicators (KPIs) were met or completed in FY 17 and which were not.
- b. For any met or completed objective, also note whether they were completed by the project completion date of the objective and/or KPI and within budget. If they were not on time or within budget, please provide an explanation.
- c. For any objective not met or completed, please provide an

explanation.

See response to Question # 20 and #21 above.

72. Please provide a copy of your agency's FY18 performance plan as submitted to the Office of the City Administrator. Please discuss any changes to outcomes measurements in FY 17 or FY18, including the outcomes to be measured, or changes to the targets or goals of outcomes; list each specifically and explain why it was dropped, added, or changed.

Please see the response to question #71 above.

73. What are your top five priorities for the agency? Please provide a detailed explanation for how the agency expects to achieve or work toward these priorities in FY18.

Please see response to Question # 58 above.

## **VII. Commission Specific Questions**

74. Please provide a list of the Commission's accomplishments for FY17 and FY18 to date

Please see the response to question #58 above.

75. The Commission is responsible for deciding appeals to decisions of the Rent Administrator and the Office of Administrative Hearings (OAH).

- a. What is the current total appeals case load?

Appeals awaiting Certified Record (from OAH):	5
Appeals without Scheduled Hearing Date:	23
Appeals Scheduled for Hearing:	0
<u>Appeals Pending Decision:</u>	<u>7</u>
Total:	35

- b. How many cases were opened by the Rental Housing Commission in FY17 and FY18, to date? Please include a breakdown of the status of those cases (e.g., number of appeals filed, appeals heard, cases settled, and cases decided)?

	<u>FY 17</u>	<u>FY 18</u>
Number of Appeals Filed:	25	7
Number of Appeals Heard:	12	4
Cases Settled:	1	0
Non-Dispositive/Procedural Orders	22	12
Cases Decided/Dismissed:	14	6

- c. Were there any trends in the subject matter of cases filed with the RHC?

Claims of Housing Code violations, improper registration of housing accommodations, and retaliation against tenants continue to be common issues raised in notices of appeal. An issue that has been raised by several cases for the first time during this period is the validity of so-called “rent concessions.” Several procedural matters also appear to be recurring claims, including appearance at hearings through tenant associations and the ability to call and question witnesses. Because many of these cases remain pending, the Commission cannot comment in detail as to the issues raised.

- d. Among the decisions issued, how many OAH and Rent Administrator decisions were affirmed or overturned?

	<u>FY17</u>	<u>FY18</u>
Affirmed:	3	1
Reversed:	1	1
Affirmed/Reversed in part:	2	1
<u>Dismissed by Procedural Order:</u>	<u>8</u>	<u>3</u>
Total	14	6

All dispositive orders during FY17 and FY18 to date have been on appeals from OAH.

- e. Were there any trends in the subject matter of decisions that were affirmed or overturned?

The Commission is unable to discern any significant trends in issues that are regularly affirmed or overturned. Notably, several cases involved prior litigation and/or settlements of prior litigation during FY17 and FY18 to date, although only 1 resulted in a reversal of the decision below.

- f. Please provide the breakdown of the types of cases brought before the Commission.

The breakdown of the types of cases in which decisions were issued by the Commission in FY17 and FY18 are as follows:

	<u>FY17</u>	<u>FY18</u>
Tenant Petition (TP):	14	6
Notice to Vacate (NV):	0	0
Hardship Petition (HP):	0	0
Voluntary Agreement (VA):	0	0
Capital Improvement (CI):	0	0
Services and Facilities (SF):	0	0
Show Cause (SC):	0	0

Below are tables outlining the 14 cases on which the Commission issued a decision during FY17 and the 5 cases on which the Commission has issued a decision so far in FY18, including the case name, case number, disposition, and a brief statement of the major issues in each case:

**FY17:**

	<b>Case Name</b>	<b>Case Number(s)</b>	<b>Disposition</b>	<b>Summary of Major Issues</b>
1	Iles v. Butternut Whitter Assoc., LLC	TP 30,666	Affirmed	Failure to appear at hearing
2	Caldwell v. Horning Management Co., LLC	TP 30,710	Dismissed	Effect of settlement agreement
3	Bettis v. Horning Assoc.	TP 30,658	Remand and Dismissed in Part	Witness testimony
4	Watkins v. Alcazar Apartments	TP 30,371	Remand	Effect of prior litigation
5	Burkhardt v. B.F.Saul Co., and Klinge Corp.	TP 28,708	Affirmed and Remand in Part	Remedy for untimely rent increase; vacancy rent ceiling adjustments; amendment of pleadings; preservation of claims
6	Pourbabai v. Bell, et al	TP 30,431	Affirmed	Security deposit

7	Urban Investment Partner XIII at Ontario, LLC v. 2359-2401 Ontario Road Tenants Assoc.	TP 30,182	Remand and Dismissed in part	Fines
8	Mears v. Bartolomei	TP 30,875	Remand	Security deposit
9	Smith Property Holding Three (DC), LP v. Sheikh	TP 30,279	Dismissed	Settlement
10	American Rental Management Co., v. Bower	TP 27,838 & 28,556	Dismissed	Settlement
11	Muhammad v. Winns	TP 30,777	Dismissed	Failure to appear at hearing
12	Mahmoud v. Capitol Park Tower, LLC	TP 30,759	Dismissed	Deadline to appeal
13	Pope v. Equity Residential Management	TP 30,612	Dismissed	Voluntary withdrawal
14	Ledbetter v. Vazer	TP 30-698	Dismissed	Settlement

**FY18:**

	<b>Case Name</b>	<b>Case Number(s)</b>	<b>Disposition</b>	<b>Summary of Major Issues</b>
1	Harris v. Zewdou	TP 30,724	Affirmed	Effect of prior litigation
2	Fineman v. Smith property Holding Van Ness, LP	TP 30,842	Remand	Rent concessions
3	James Properties v. Offutt	TP 30,807	Dismissed	Failure to appear at hearing
4	Schmidt v. McCue	TP 30,870	Dismissed	Voluntary withdrawal
5	Waller and Wise v. NOVO Development Corp	TP 30,764	Affirmed and Remand in Part	Housing Code violations; retaliation; tenant organization
6	Almeida v. SHF I 14W, LLC	TP 30,741	Dismissed	Failure to appear at hearing

- g. Among the decisions issued, how many RHC decisions were appealed to the D.C. Court of Appeals? Over the past five years, how many were decisions of the RHC were affirmed or overturned?

No new appeals were filed with the D.C. Court of Appeals (“DCCA”) in FY17 based on decisions or orders issued by the Commission, and 1 new appeal has been filed to date in FY18. Please note that there are currently 7 total appeals from the Commission pending before the DCCA, including 1 filed in FY15 and 5 filed in FY16.

The following table outlines the cases from which appeals were taken in FY18:

**DCCA Appeals Filed FY18:**

	<b>Case Name</b>	<b>Case Number(s)</b>	<b>RHC Decision Date</b>	<b>Major Issues in RHC Decision</b>
1	Harris v. Zewdou	TP 30,724	11/07/17	Effect of prior litigation

Over the past five years, the DCCA has affirmed 10 decisions issued by the Commission and reversed or remanded 3 decisions. The DCCA has dismissed appeals without deciding the merits of 9 decisions; this often occurs when parties reach a settlement or the appellant fails to comply with DCCA procedural rules.

The following table outlines the outcome of appeals from the Commission to the DCCA that were filed after January 1, 2013:

**DCCA Decisions on Appeals from Commission, 2013-Present**

	<b>Appellant’s Name (v. RHC)</b>	<b>RHC Case Number(s)</b>	<b>DCCA Case Number(s)</b>	<b>Date</b>	<b>Published Opinion?</b>	<b>Result</b>
1	Mahmoud	TP 29,302	15-AA-1257	5/19/17	no	Dismissed
2	Wilson	TP 28,907	15-AA-1169	5/18/17	159 A.3d 1211	Affirmed
3	Novak	TP 30,653	15-AA-1335	3/1/17	no	Voluntary remand
4	Holbrook Street, LLC	TP 30,571	16-AA-0745	8/30/16	no	Dismissed
5	Holbrook Street, LLC	TP 30,571	16-AA-0575	7/28/06	no	Dismissed
6	Chaney	TP 29,302	14-AA-0805	4/29/06	no	Affirmed
7	Smith Property Holdings Five (DC)	TP 28,794	14-AA-0773	1/27/06	no	Affirmed
8	Douglas	SF 20,098	15-AA-1171	12/16/15	no	Dismissed
9	Atchole	TP 29,891	14-AA-0454	12/16/15	no	Affirmed
10	Salazar	TP 29,645	15-AA-0781	12/04/15	no	Dismissed

11	Carmel Partners, Inc. d/b/a Quarry II; Levy	TP 28,830	14-AA-0636 & 14-AA-623	11/19/15	126 A.3d 684	Affirmed
12	Tenants of 710 Jefferson Street, N.W.	SR 20,089	13-AA-0199	8/20/15	123 A.3d 170	Reversed
13	Carpenter	TP 29,840	13-AA-0703	7/2/15	119 A.3d 683	Affirmed
14	Mahmoud	TP 28366	15-AA-0275	6/12/15	no	Dismissed
15	Jackson	TP 28,898	13-AA-1194	4/30/15	no	Affirmed
16	Adeboye	TP 28,366	15-AA-0269	4/21/15	no	Dismissed
17	United Dominion Mgmt. Co.	TP 28,749; TP 28,707; & TP 28,728	13-AA-0960; 13-AA-0959; & 13-AA-0613	10/16/14	101 A.3d 426	Affirmed
18	Ahmed, Inc.	TP 28,799	13-AA-0211	8/7/14	no	Affirmed & remanded in part
19	Gales	TP 29,902	13-AA-0437	7/30/13	no	Dismissed
20	Anthony	TP 29,084	13-AA-0511	6/11/13	no	Dismissed

- h. Were there any trends in the subject matter of decisions that were affirmed or overturned?

In affirming the Commission's decisions, the DCCA consistently holds that it defers to the Commission's interpretation of the text of the Act and of procedural details of the implementing regulations, and FY17 was no different in that respect.

76. What is the current average amount of time for the Commission to resolve a case?

**FY 17 KPI: 45.75 days**

**FY18 KPI: 86 days**

- a. What were the average number of hours required to resolve each case?  
b. What additional measures could the RHC use to streamline its processing of cases?

The Commission endeavors to issue decisions within 30 to 45 days of holding its hearing on a case. In FY17, the Commission issued decisions on the merits in an average of 45.75 days. In FY18 to date, the Commission issued decisions on the merits in an average of 86 days; each of these cases was heard during FY17.

The Commission does not track the hours required to resolve each of its cases. Given the number of Commissioners and legal and administrative staff that

handle a case between the time of its filing and the issuance of a decision, including reviewing the case file, conducting the hearing, performing and compiling relevant legal research, drafting the written opinion, and circulating the opinion for comment, the Commission estimates that the total number of hours required to resolve each case averages 160-200 hours.

The Commission is in the process of taking several steps to expedite its processing of appeals.

First, DHCD recently hired a second Attorney-Advisor and assigned her to the Commissions, which will greatly expand our capacity to draft, review, and edit procedural orders and lengthy decisions.

Second, in early April 2018, the Commission anticipates designing and piloting methods to streamline and formalize its decision writing and publication process.

Third, the Commission recently instituted a policy of digitizing all filings and records once they are received. While there is some up-front cost in staff time, easier availability and duplication of critical documents is a great assistance to the Commissioners and legal staff in reviewing cases and drafting decisions.

Fourth, the Commission is planning to expand its regular summer internship program for law students to the fall and spring semester.

The Commission additionally notes that one other substantial source of delay is the request by a party to schedule or reschedule hearings. A significant number of parties represent themselves before the Commission and thus frequently need to take time off of work to appear or otherwise need extensions for filing written briefs. Because of this, the Commission makes all reasonable efforts to be accommodating in scheduling hearings and granting continuances for scheduled hearings.

77. The Commission is tasked with issuing, amending, and rescinding regulations required to enforce the Rental Housing Act of 1985 (RHA). The Commission has begun the process of drafting a comprehensive rulemaking to update all regulations to reflect current law. Please provide a status update on this process.
- a. What is the Commission's plan to "re-update" the regulations to incorporate amendments to the RHA that have recently become effective and that become effective in FY18?
  - b. What role do stakeholders have in the formation of the regulations? Are the viewpoints of stakeholders surveyed before the Commission prepares drafts of amendments? Or do stakeholders only have input after regulations are promulgated?
  - c. What is the schedule for the publishing of the draft regulations?
  - d. May the RHC state without reservation that the RHC is in complete control of the



regulation promulgation process according to statute? (§ 42-3502.02(a)(1))

At the FY17 Performance Oversight Hearing, the Commission's former chairman testified that the Commission, the Office of Administrative Hearings and the Office of the Rent Administrator began updating the regulations in 2015. In mid-FY16, the Commission invited "two critical stakeholder agencies - the Office of Tenant Advocate and the Housing Provider Ombudsman – to provide further review and revisions to [the] draft rulemaking." The Commission wanted the draft regulations to "reflect the broadest consensus possible among critical stakeholders before the public notice and comment period."

This is an on-going effort to adhere to best rulemaking practices and leverage the insight of our most critical stakeholder communities, the Commission will explore ways to ensure that significantly affected parties can meaningfully participate in the rulemaking process.

The Commission has not determined a schedule for the publishing of draft regulations.

The Commission is an independent, quasi-judicial body. The Commission makes independent decisions based on legal precedent, best practices and its own judgment free from undue influence. With that being said, the Commission is committed to leading a process that affords significantly affected parties a meaningful opportunity to participate in rulemaking.

77. Given the departure of former RHC Chairman Peter Szegedy-Maszak and Mr. Szegedy-Maszak relative significant experience in the legal interpretation of the RHA, what steps is the RHC now taking to educate the remaining Commissioners with relatively less experience in the RHA, in the intricacies and complexities of the legal interpretation of the RHA?

The Commission remains committed to exceeding the high standards the District should reasonably expect it to meet. To that end, the Commission created a blueprint, which outlines its plans to institute formal training expectations for all commissions. In FY18 to date, the Commission is proud to announce that 100% of its members have completed the D.C. Bar's Administrative Law course on drafting regulations. The Commission anticipates that 100% of its members will also complete the National Judicial College's intensive, fundamental two-week course on administrative law. This is the country's preeminent course for administrative law adjudicators.

78. Questions concerning the independence of the Rental Housing Commission
- a. What is the Commission's vision of the role of the RHC in preserving affordable

- rental housing in the District?
- b. How does the Commission’s vision of the role of the RHC in preserving affordable rental housing in the District complement the responsibilities of the RHC Commissioners?
  - c. Is the RHC an independent agency? Please state in detail how the RHC interprets the concept of an independent agency within the government of the District of Columbia.
  - d. What importance does the RHC as a quasi-judicial body place on the concept of independence from an executive body as it relates to its ability to decide cases on a fair and impartial basis according to law?
  - e. Does the Chair of the RHC take orders from the director of DHCD? What is the relationship between the two entities?
  - f. Does the RHC or DHCD make the final determination as to the language of proposed RHA of 1985 regulations?
  - g. May DHCD order the RHC to change proposed regulations? Should DHCD be able to order the RHC to change draft proposed regulations?

The Commission serves to fairly implement and uphold the purposes<sup>1</sup> and provisions of the Rental Housing Act, its implementing rules, and the hearing rights of parties with cases arising under the Act. The Act is a crucial tool for preserving affordability, quality, and stability in the District’s supply of existing rental housing.

It is the responsibility of each Commissioner to fairly implement and uphold the provisions of the Rental Housing Act, and implementing rules. In doing so, each Commissioner is responsible for reviewing motions and cases, and interpreting the Rental Housing Act in a manner that effectuates the text of the Act and the Council’s purposes, bearing in mind the balance struck by the Act between the rights and needs of both tenants and housing providers. It is also necessary for the Commissioners to recognize the important role that unrepresented parties play in enforcing the Act by asserting or defending their own rights while faithfully remaining impartial in each and every matter before the Commission.

The RHC is as an independent, quasi-judicial body.

The Commission understands that the District of Columbia Government includes two primary types of independent agencies. First, “charter-independent” agencies

---

<sup>1</sup> The five purposes of the Rental Act of 1985, as amended, are:

- (1) To protect low-and moderate-income tenants from the erosion of their income from increased housing costs;
- (2) To provide incentives for the construction of new rental units and the rehabilitation of vacant rental units in the District;
- (3) To continue to improve the administrative machinery for the resolution of disputes and controversies between housing providers and tenants;
- (4) To protect the existing supply of rental housing from conversion to other uses; and
- (5) To prevent the erosion of moderately priced rental housing while providing housing providers and developers with a reasonable rate of return on their investments.

operate entirely outside the control of the Mayor or the Council pursuant to the Home Rule Act. Second, independent agencies created by Council-enacted statutes or Mayoral reorganizational orders operate within the familiar separation of powers between the executive and legislative branches of government.

The Commission's designation as an independent, quasi-judicial body instills a lot of pride in its members. Commissioners are experienced lawyers with substantive experience in litigation, administrative law, and/or housing law. All of the current Commissioners are members of the D.C. Bar in good standing. All of the current Commissioners are also licensed to practice law in at least two jurisdictions. Most importantly, the Commissioners place a great deal of importance on the Commission's ability to decide cases on a fair and impartial basis according to the law.

Pursuant to the Rental Housing Act of 1985, as amended, DHCD provides the Commission with administrative, programmatic and budgetary support. It is imperative that the Commission's Chairperson and the DHCD Director have a productive working relationship considering their entities have shared goals of preserving and protecting quality affordable housing in the District of Columbia. Although the DHCD Director does not direct the Commission's Chairman, it is also in the District's best interests that both leaders remain open to learning from the insights, experiences, and knowledge of the other.

The Commission is an independent, quasi-judicial body. The Commission makes independent decisions based on legal precedent, best practices and its own judgment free from undue influence. With that being said, the Commission is committed to leading a process that affords significantly affected parties a meaningful opportunity to participate in rulemaking.

The Commission is an independent, quasi-judicial body. The Commission makes independent decisions based on legal precedent, best practices and its own judgment free from undue influence.

**SUPPLEMENTAL PERFORMANCE OVERSIGHT QUESTIONS**

**I. Supplemental Commission Specific Questions**

1. With reference to the Commission’s current total pending appeals caseload, please provide a list all currently pending appeals by case number, the date the appeal was filed with the Commission, the date the record was prepared, the dates briefs were submitted, and the date of any oral argument.

	<b>Case #</b>	<b>Appealed</b>	<b>Cert’d Record</b>	<b>Briefs</b>	<b>Hearing</b>	<b>Comment</b>
1	TP 30,151	08/18/15	02/24/17	N/A	05/09/17	Pending Decision
2	TP30,482 & 30,555	12/16/16	03/02/17	03/20/17 04/17/17	05/09/17	Pending Decision
3	TP 30,741	09/27/16	06/26/17	09/22/17	10/12/17 & 02/13/18	Pending Decision
4	TP 30,657 & 30,660	11/02/16	06/26/17	N/A	N/A	Pending Motion to Dismiss
5	TP 30,627	12/20/16	06/19/17	N/A	N/A	Scanned-Pending Hearing
6	TP 30,700	04/17/17	05/25/17	N/A	N/A	Scanned-Pending Hearing
7	TP 30,653	03/01/17	03/01/17	N/A	07/20/17	Pending Decision
8	TP 26,197	10/25/16	03/31/17	08/08/17	07/25/17	Pending Decision
9	TP 30,609	12/04/15	07/22/17	N/A	N/A	Scanned-Pending Hearing
10	TP 30,777 & 30,806	03/30/17	07/25/17	N/A	N/A	Scanned-Pending Hearing
11	TP 30,592	03/02/17	10/20/17	N/A	N/A	Scanned-Pending Hearing
12	TP 30,690	07/13/17	10/16/17	N/A	N/A	Voluminous Case-Scanning (on going)
13	TP 30,879	08/02/17	08/07/17	N/A	N/A	Scanned-Pending Hearing

14	TP 29,489	08/04/15	03/25/16	05/19/16 06/06/16	06/09/16	Hearing Continued; request to participate by phone
15	TP 30,615	10/27/16	07/27/17	N/A	10/12/17	Pending Decision
16	TP 30,658	07/26/17	08/04/17	N/A	11/14/17	Pending Decision
17	TP 28,220 & 28,649	05/23/13	12/07/15	N/A	N/A	Request to participate by phone
18	TP 29,205	12/23/14	09/30/16	N/A	N/A	Request to participate by phone
19	TP 29,125	09/19/16	N/A	N/A	N/A	Awaiting certification of record OAH
20	TP 30,855	09/28/17	10/24/17	N/A	N/A	Scanned-Pending Hearing
21	TP 30,343	07/26/16	10/26/17	N/A	N/A	Scan Pending
22	TP 30,872; 30,905; & 30,914	09/07/7	10/11/17	N/A	N/A	Scanned-Pending Hearing
23	TP 29,040	09/25/17	10/13/17	N/A	N/A	Appeal after Remand Scan Pending
24	TP 30,875	10/10/17	10/19/17	N/A	N/A	Scanned-Pending Hearing
25	TP 28,221	05/11/15	N/A	N/A	N/A	Awaiting certification of record
26	SF 20,098	08/15/16	N/A	N/A	N/A	Awaiting certification of record
27	TP 30,172	04/18/16	01/11/18	N/A	N/A	Scan Pending
28	TP 29,125	09/19/16	N/A	N/A	N/A	Awaiting certification of record
29	TP 30,671 & 30,767	07/26/17	11/13/17	N/A	N/A	Scanned-Pending Hearing
30	TP 30,712	10/04/17	01/29/18	N/A	N/A	Case File

						Incomplete
31	TP 30,837	06/27/17	10/19/17	N/A	12/14/07	Pending Decision
32	TP 30,815	11/01/17	11/20/17	N/A	N/A	Scan Pending
33	TP 30,813	11/27/17	01/11/18	N/A	N/A	Scanned-Pending Hearing
34	TP 30,208	12/22/17	01/24/18	N/A	N/A	Scan Pending
35	TP 30,857	12/28/17	02/08/18	N/A	N/A	Scan Pending
36	TP 30,843	01/24/18	N/A	N/A	N/A	Awaiting Certification of record
37	TP 30,842	03/30/17	07/11/17	07/21/17 08/2/17	08/8/17	Decided; Pending Motion for Reconsideration

2. How many final decisions were issued by the Commission in FY17 and FY18 to date? Please include a breakdown of the case number, when the case was originally filed with the Commission, and when the final decision was issued.

**FY 17 Total Cases Decided: 14**

Item #	Case #	Appealed	Decided (*remand)
1.	TP 30,182	10/28/14	10/04/16*
2.	TP 30,666	12/17/15	11/10/16
3.	TP 30,710	06/03/16	03/02/17
4.	TP 30,658	08/15/16	03/02/17*
5.	TP 30,279	02/16/16	03/21/17
6.	TP 27,838 & 28,556	07/15/16	05/12/17
7.	TP 30,777	03/27/17	06/08/17
8.	TP 30,759	01/27/17	07/06/17
9.	TP 30,612	04/11/16	07/11/17
10.	TP 30,698	11/28/16	07/12/17
11.	TP 30,371	03/08/16	07/28/17*
12.	TP 30,875	06/17/17	08/02/17*
13.	TP 28,708	11/13/15	09/22/17*
14.	TP 30,448	07/13/16	09/22/17

**FY 18 to Date Cases Decided: 6**

Item #	Case #	Appealed	Decided (*remand)
1.	TP 30,724	08/12/16	11/07/17
2.	TP 30,807	02/21/17	11/30/17

3.	TP 30,870	05/03/17	12/12/17
4.	TP 30,842	03/30/17	01/18/18*
5.	TP 30,764	10/25/16	02/14/18*
6.	TP 30,741	09/27/16	02/14/18

3. With reference to decisions issued by the Commission in FY17 and FY18 to date, how many cases were remanded for further proceedings?

**FY 17**

**FY 18**

5

2

4. With reference to the Commission’s efforts to draft a comprehensive rulemaking to update all regulations to reflect current law, please provide a status update on this process, including specifically the Commission’s efforts to update the draft regulations to reflect the following new statutes:

- Rental Housing Late Fee Fairness Amendment Act of 2016, D.C. Law 21-162;
- Rent Control Hardship Petition Limitation Amendment Act of 2016, D.C. Law 21553;
- Residential Lease Amendment Act of 2016, D.C. Law 21-566; and
- Elderly Tenant and a Tenant with a Disability Protection Emergency Amendment Act of 2017, D.C. Law 22-17.

In an effort to adhere to best rulemaking practices and leverage the insight of our most critical stakeholder communities, the Commission will explore ways to ensure that significantly affected parties can meaningfully participate in the rulemaking process. The Commission expects that any process it employs will incorporate the above-referenced legislation.

5. With reference to the role of stakeholder input into the regulations, what process will the Commission follow to seek stakeholder input once the draft regulations are finalized and published? What changes, if any, will the Commission make to the normal notice and comment procedures, given the length and importance of these regulations?

At the FY17 Performance Oversight Hearing, the Commission’s former chairman testified that the Commission, the Office of Administrative Hearings and the Office of the Rent Administrator began updating the regulations in 2015. In mid-FY16, the Commission invited “two critical stakeholder agencies - the Office of Tenant Advocate and the Housing Provider Ombudsman – to provide further review and revisions to [the] draft rulemaking.” The Commission wanted the draft regulations “reflect[ed] the broadest consensus possible among critical stakeholders before the public notice and comment period.”

This is an on-going effort to adhere to best rulemaking practices and leverage the insight of our most critical stakeholder communities, the Commission will explore ways to ensure that

significantly affected parties can meaningfully participate in the rulemaking process. At this time, the Commission continues to explore changes it can implement to the normal notice and comment procedures.

6. Please provide in detail a status update on any efforts by the Rental Housing Commission to update its forms and processes – including any efforts to work with the Rental Accommodations Division and the Rent Administrator on its forms and processes – to reflect the following new statutes enacted during the last Council session:

- L20-135, the Air Quality Amendment Act of 2016 (disclosure provisions amending the Rental Housing Act);
- L21-162, the Rental Housing Late Fee Fairness Amendment Act of 2016;
- L21-553, the Rent Control Hardship Petition Limitation Amendment Act of 2016;
- L21-566, the Residential Lease Amendment Act of 2016; and
- Law 22-17, the Elderly Tenant and a Tenant with a Disability Protection Emergency Amendment Act of 2017.

In an effort to adhere to best rulemaking practices and leverage the insight of our most critical stakeholder communities, the Commission will explore ways to ensure that significantly affected parties can meaningfully participate in the rulemaking process. The Commission expects that any process it employs will incorporate the above-referenced legislation.



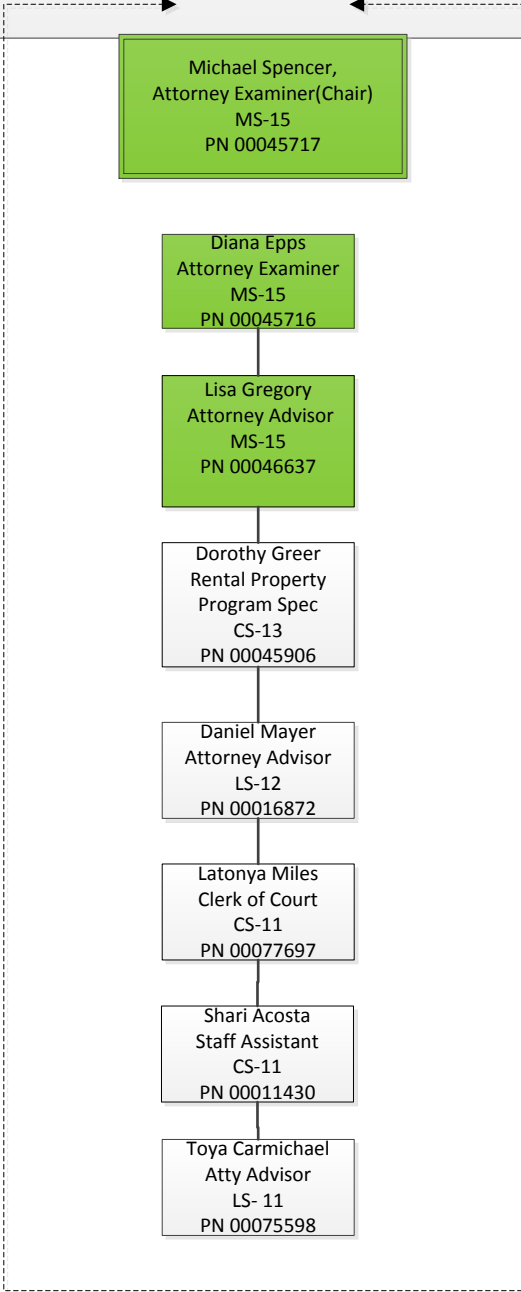
**ATTACHMENTS FOR PERFORMANCE OVERSIGHT HEARING**

<b>TAB</b>	<b>ATTACHMENTS</b>	<b>DESCRIPTION</b>
1.	Attachment 1	Organizational Chart.
2.	Attachment 2	Schedule A.
3.	Attachment 3	The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 2725, effective December 13, 1988.
4.	Attachment 4	The Compensation Collective Bargaining Agreement covering Compensation Units 1 and 2, effective April 1, 2013.
5.	Attachment 5	The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 1403, effective October 1, 2017.
6.	Attachment 6	The Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 1403, effective October 1, 2017.
7.	Attachment 7	Council-approved original budget, revised budget (after reprogrammings, etc.), and actual spending for FY 16.
8.	Attachment 8	Council-approved original budget, revised budget (after reprogrammings, etc.), and actual spending for FY 17.
9.	Attachment 9	Council-approved original budget, revised budget (after reprogrammings, etc.), and actual spending for FY 18..



# Department of Housing and Community Development (DHCD) Rental Housing Commission

7



Yellow- Vacant  
Green- Term

D.C. Rental Housing Commission

Posn Stat	Posn Nbr	Title	Name	Hire Date	Vac Stat	Grade	Step	Salary	Pay	Barg	Union	Agency	Fund Code	Prgm Code	Activity	Department Name	F/P Time	Reg/Temp/ Term	WAE	Employee NTE Dt
A	00011430	STAFF ASSISTANT	Acosta,Shari R	7/16/2001	F	11	10	\$ 79,275.00	DS	C1	BIB	DB0	0100	9110	0100	Housing Regulation Administrat	F	Reg	N	
A	00075598	Attorney Advisor	Carmichael,Toya	2/5/2018	F	11	10	\$ 88,150.00	LA	C33	BQA	DB0	0100	1060	0100	Office of the Director	F	Term	N	3/4/2019
A	00045716	Rental Housing Comm/Atty Adv.	Epps,Diana Miriam Harris	7/25/2016	F	15	0	\$ 135,445.00	DS	CH11	XAA	DB0	0100	9110	0100	Housing Regulation Administrat	F	Term	N	7/18/2019
A	00045906	Rental Property Program Spec	Greer,Dorothy	11/19/2007	F	13	9	\$ 110,145.00	DS	C1	BIB	DB0	0100	9110	0100	Housing Regulation Administrat	F	Reg	N	
A	00046637	Rental Housing Comm/Atty Adv.	Gregory,Lisa M.	1/22/2008	F	15	0	\$ 135,445.00	DS	CH11	XAA	DB0	0100	9110	0100	Office of the Director	F	Term	N	
A	00016872	Attorney Advisor	Mayer,Daniel J.	3/10/2014	F	12	4	\$ 89,376.00	LA	C33	BQA	DB0	0100	1060	0100	Office of the Director	F	Reg	N	
A	00077697	Clerk of the Court	Miles,Latonya A	12/23/1985	F	11	6	\$ 71,371.00	DS	C1	BIB	DB0	0100	9110	0100	Housing Regulation Administrat	F	Reg	N	
A	00046637	Rental Housing Comm/Atty Adv.	Szegedy Maszak,Peter	1/31/2011	F	15	0	\$ 148,300.42	DS	CH11	XAA	DB0	0100	9110	0100	Office of the Director	F	Reg	N	
A	00045717	Rental Housing Comm/Atty Adv.	Spencer,Michael T.	2/2/2009	F	15	0	\$ 148,300.42	DS	CH11	XAA	DB0	0100	9110	0100	Housing Regulation Administrat	F	Term	N	7/18/2018

Department of Housing and  
Community Development  
and  
Department of Public and  
Assisted Housing

# Labor Management Agreement



Local 272  
Effective through September 30, 199



★★★  
ISSUED  
1992

Government of  
District  
Columbia

Arion Barry Jr.  
Mayor

David S. Dennison  
Director, DHCD

Roland Turpin

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## PREAMBLE

This Agreement is entered into between the District of Columbia Department of Housing and Community Development, the District of Columbia Department of Public and Assisted Housing, (hereinafter referred to as the Department) and the American Federation of Government Employees, Local 2725 (hereinafter referred to as the Union), and collectively known as the parties.

The purpose of this Agreement is:

1. to promote fair and reasonable working conditions;
2. to promote harmonious relations between the parties;
3. to establish an equitable and orderly procedure for the resolution of differences;
4. to protect the rights and interest of the employee, the Union and the Department; and
5. to promote the efficient operations of the Department.

Each party affirms without reservation the contents of this Agreement. Now therefore, in consideration of mutual covenants and promises contained herein, the Department and the Union do hereby agree as follows:

## ARTICLE 1 RECOGNITION

### Section A:

Local 2725 of the American Federation of Government Employees, AFL-CIO, is hereby recognized as the sole and exclusive representative for all employees in the bargaining units as described in Section B of this Article.

The Union as the exclusive representative of all employees in the unit has the right, as provided in Title 1, Chapter 6, Subchapter XVIII of the D.C. Code (1987 ed.) to act for and negotiate agreements covering all employees in the Unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization.

### Section B:

The bargaining units represented by the American Federation of Government Employees, Local 2725 are as follows:

1. All employees of the Department of Housing and Community Development (DHCD), excluding the security force, management officials, confidential employees, supervisors, any employees engaged in personnel work in other than a purely clerical capacity or employees engaged in administering the provisions of Title 1, Chapter 6, Subchapter XVIII of the D.C. Code (1987 ed.).
2. All employees of the Department of Public and Assisted Housing (DPAH), excluding the security force, management officials, confidential employees, supervisors, any employees engaged in personnel work in other than a purely clerical capacity or employees engaged in administering the provisions of Title 1, Chapter 6, Subchapter XVIII of the D.C. Code (1987 ed.).

#### Section C:

When a position(s) changes or a new position(s) is established and the parties differ as to whether the position(s) is inside or outside the bargaining unit, either party may file a unit clarification petition with the D.C. Public Employee Relations Board (PERB).

### ARTICLE 2 GOVERNING LAWS AND REGULATIONS

#### Section A:

In the event any D.C. Government-wide or Department rules, regulations, issuances or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail. )

#### Section B:

It is understood that D.C. Government-wide laws, rules and regulations that are not in conflict with this Agreement and are not specifically incorporated herein are, nevertheless, applicable to bargaining unit employees.

#### Section C:

If during the life of this Agreement a law from a higher authority invalidates or requires an amendment to any part of this Agreement the parties shall meet promptly upon request of either party to negotiate the change.

#### Section D:

The Department shall communicate, consult and negotiate with

ply the Union on matters related to working conditions affecting bargaining unit members. However, in accordance with the provisions of Article 9, Grievance Procedure, the Department may communicate with a grievant and/or authorized non-union representative in order to resolve a grievance related to the working conditions of the grievant.

Section E:

Except in emergency situations, the Department shall consult with the Union prior to changing Department rules, regulations or policies which affect the working conditions of bargaining unit employees. When the change directly impacts on the conditions of employment of bargaining unit members, such impact shall be a proper subject of negotiation.

ARTICLE 3  
EMPLOYEE RIGHTS

Section A - General:

1. All employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations.
2. Instructions and guidances shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.
3. The Department shall not retaliate against any employee for the exercise of his/her rights under this Agreement or any applicable laws, rules or regulations.

Section B:

1. The Department and the Union agree that employees have the right to join, organize, or affiliate with, or to refrain from joining, organizing, or affiliating with the Union. This right extends to participating in the management of the Union, or acting as a representative of the Union, including representation of its views to the officials of the Executive Branch, City Council, or other appropriate authority.
2. Employees shall be free from interference, restraint, coercion and discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and Labor-Management cooperation.



ARTICLE 4  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A:

The Department shall retain the sole right, in accordance with applicable laws, rules and regulations:

1. to direct employees of the Department;
2. to hire, promote, transfer, assign and retain employees in positions within the Department and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. to relieve employees of duties because of lack of work or other legitimate reasons;
4. to maintain the efficiency of the District Government operations entrusted to them;
5. to determine the mission of the Department, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices; and,
6. to take whatever actions may be necessary to carry out the mission of the Department in emergency situations.

Section B:

Notwithstanding Section A above, the Union may grieve, if in exercising management's rights, the Department violates any provisions of this Agreement or any Government-wide laws, rules or regulations which are grievable under this Contract.

ARTICLE 5  
DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A:

The Department shall print and distribute a copy of this Agreement to each individual in the bargaining unit within ninety (90) days of the effective date of this Agreement. The costs associated with the reproduction of this Agreement shall be borne by the Department.

tion B:

When the Department conducts orientation sessions for new employees, thirty (30) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. The Department shall provide each new employee with a copy of this Agreement, the Department's Employee Handbook and other relevant information.

Section C:

The Department shall provide the Union with reasonable written advance notice of the date, time and place of each orientation session.

Section D:

The Department shall include in each handbook published, the following statement:

Many employees of \_\_\_\_\_ are represented by Local 2725 of the American Federation of Government Employees, AFL-CIO, which is the exclusive bargaining agent and representative. The Union is available to help and represent employees on any employment related matter. The Union office is located at 1133 14th Capitol Street, N.E., Room G-9, and the telephone number is 202-4540.

In the event the Department does not publish a new handbook for the duration of this Agreement, the above paragraph shall be printed and inserted in each existing handbook. In addition, the Department shall list the Union in each publication of its telephone directory.

ARTICLE 6  
NON-DISCRIMINATION

Section A:

The Department and the Union agree not to discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, color, religion, sex (including sexual harassment), national origin, age, physical handicap, marital status, political affiliation or other criteria prohibited by law. The Department recognizes its responsibility to promote and ensure equal employment for all persons on the basis of merit without discrimination based on race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap or political affiliation and to

promote the full realization of EEO through positive programs of affirmative action at every management level within the Department.

Section B:

In the development and implementation of its affirmative action plan, and in accordance with District laws and regulations, the Department agrees to consider the following:

1. Procedures to allow for the redesigning of jobs to reflect the needs of the Department and the skills of employees;
2. Reasonable accommodations to the religious needs of employees; and
3. Ensure that discriminatory personnel management policies, procedures, or practices shall be handled in accordance with EEO procedures and statutes.

Section C:

The Department agrees to provide the Union with copies of the Affirmative Action Plan and furnish each employee with a copy. The EEO complaint regulations and procedures will be published, posted and distributed to each employee as well as included in the Affirmative Action Plan. The parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations. This does not preclude the non-EEO aspects of mixed grievances (where clear distinction can be made and where such complaints are within the scope of the grievance procedure as defined within this Agreement) from going through the negotiated procedure.

Section D:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the unit without discrimination.

Section E:

The Department agrees that the Union may submit names of employees to the Department for consideration for appointment to EEO Counselor positions, using the same criteria as are used for any other nominee. The Union shall be promptly notified in writing of the names and telephone numbers of the EEO Counselors.

Section F:

The names and telephone numbers of the EEO Counselors shall be posted on all bulletin boards in the Department.

ion G:

The Department shall provide all EEO Counselors with the education and training necessary to effectively perform the duties and responsibilities of the position of EEO Counselor.

Section H:

The Union shall have one (1) member on the Employee's Women's Program Advisory Committee selected by the Union representing a cross section of unit employees. The Union may designate an alternate to serve in the absence of its regular representative.

Section I:

The Department and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employee opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is defined in Equal Employment Opportunity rules governing complaints of discrimination in the District of Columbia Government (31 DCR 56):

"Sexual harassment" means unwelcome sexual advance, 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 employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or (3) such conduct has the purpose of or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include, but is not limited to, (a) verbal harassment or abuse, (b) subtle pressure for sexual activity, (c) patting or pinching, (d) brushing against another employee's body, and (e) demands for sexual favors.

Section J:

Through the procedures established for Labor-Management cooperation, each party shall advise the other of equal employment opportunity programs of which they are aware. The Department shall ensure that problems brought to its attention under this Article shall be promptly remedied.

ARTICLE 7  
UNION SECURITY AND UNION 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:

The Department agrees to deduct Union dues from each employee's bi-weekly pay upon authorization on D.C. Form 277. Union dues withholding authorization may be cancelled upon written notification to the Union and the Department thirty (30) days prior to each annual anniversary date (effective date) of this Agreement, regardless of the provisions of the 277 Form. When Union dues are cancelled, the Department shall withhold a service fee in accordance with Section C of this Article.

Section C:

Because the Union is responsible for representing the interests of all unit employees without discrimination and without regard to Union membership, (except as provided in Section E below), the Department agrees to deduct a service fee from each non-union member's bi-weekly pay without a written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents (\$.05) per deduction per pay period. Upon a showing by the Local Union of sixty percent (60%) of the eligible employees in the bargaining unit for which it has certification are Union members, the Department shall begin withholding, not later than the second pay period after this Agreement becomes effective and the showing of sixty percent (60%) is made, a service fee applicable to all employees in the bargaining unit(s) who are not Union members. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall be implemented in accordance with procedures established by the Department and this Article. Employees who enter the bargaining unit where a service fee is in effect shall have the service fee or Union dues withheld by the Department within two (2) pay periods of his/her date of entry on duty or 277 Form authorization.

Section D:

The service fee applicable to non-union members shall be equal to the bi-weekly union membership dues that are attributable to representation.

Section E:

Where a service fee is not in effect, the Union may require any 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 grievance or adverse action proceedings in accordance with provisions of Title 1, Chapter 6 of the D.C. Code.

Section F:

Within two (2) pay periods following the submission of an employees application for membership and dues check-off the Department shall start deducting Union dues from the employees.

Section G:

Within two (2) pay periods following the effective date of an employee's separation from the bargaining unit, the Department shall stop deducting Union dues or service fees from the affected employee.

Section H:

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

Section I:

The Employer shall be indemnified or otherwise held harmless for any good faith errors or omissions in carrying out the provisions of this Article.

ARTICLE 8  
UNION REPRESENTATION

Section A:

The Department shall recognize elected Union Officers and stewards not to exceed fifty (50) provided that the distribution of union stewards is such that there is no more than one (1) steward for every twenty (20) employees within any one Administration. Such stewards shall be designated in proportion to the number of employees in each Department. As the number of authorized positions in the bargaining unit of each Department increases, one (1) additional steward shall be recognized for each twenty (20) employees added over and above the number employed by the Department as of the effective date of this Agreement. The Department shall also recognize appropriate elected Union officials and non-employee Union officials as authorized representatives of the Union.

Section B:

The Union will furnish the Department a written list of elected officials, stewards and authorized employee representatives and submit changes as they occur. Recognition will be given to those representatives whose names have been submitted to the Department.

Section C:

Stewards are authorized to perform and discharge the duties and responsibilities of their position as it relates to representing the employees of the Unit. Requests by Stewards to meet with employees or requests of employees to meet with Stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited, and the general nature of the Union business to be conducted.

Section D:

The Department shall make every reasonable effort to notify the Union no later than five (5) work days prior to placing Union representatives on special assignments and/or details or making shift changes. In the case of reassignments or transfers, the requirements of Article 18 shall apply. In no case shall such action be taken as a means of punishment or retaliation.

Section E:

A Union representative, when leaving work to transact permissible labor-management business as defined by this Agreement during work hours, first shall request permission from his/her immediate supervisor.

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 Department agrees that such permission for release shall not be unreasonably delayed.

Section F:

Upon entering a work area other than his/her own, the Union representative shall advise the appropriate supervisor of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area but not to meet with a bargaining unit member, he/she must notify the appropriate supervisor upon arrival.

Section G:

Union representatives who are unit employees shall be permitted official time to engage in the following labor-management activities:

1. Assist employees in the preparation and/or presentation of grievances, complaints or appeals;
2. Furnish the employees advice on his/her rights and privileges under this Agreement and applicable laws, rules and regulations;
3. Arrange for witnesses and obtain other information or assistance relative to a grievance or appeal;
4. Consult with Management officials or other appropriate District Government officials to provide mutual cooperation; and
5. Conduct and/or participate in other legitimate labor-management business.

Section H:

The Union agrees that grievances should preferably be investigated, received, processed and presented during the first and last hour of the grievant's scheduled tour of duty unless otherwise authorized. The Department recognizes that this is not always practicable and will not prevent Union representatives from representing employees at other times consistent with the provisions of this Agreement.

Section I:

The Department reserves the right to grant permission for attendance at Union meetings during work hours when such assemblage is in the interest of the Department, provided that release of employees will not unduly interrupt the work force in the judgment of Management.

Section J:

The Department shall not punish or retaliate against employees for performing permissible labor-management business.

ARTICLE 9  
GRIEVANCE PROCEDURE

Section A:

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

Therefore, the Department and the Union retain the right to settle any grievance in the enforcement of this Agreement. The Department shall ensure that all settlements reached with respect to grievance resolution and other matters regarding enforcement of this Agreement shall be implemented.



## Section B:

A grievance is a complaint by a party or parties that:

1. There has been a violation, misapplication or misinterpretation of this Agreement;
2. That there has been a violation or misapplication of appropriate term(s) and condition(s) of the Compensation Agreement for Units 1 & 2.
3. There has been a violation or misapplication of any law, rule or regulation which affects a term(s) or condition(s) of employment.

## Section C- Presentation of Grievance:

1. This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.

2. Categories of Grievance:

- a. Personal: A grievance of a personal nature requires signature of the aggrieved employee at Step 2 even if the grievant is represented by the Union. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity pursuant to advance notification to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or adjustment, decision or response made by the Department must be sent to the Union.
- b. Class: A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President directly at Step 4 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 2 of the grievance procedure and the Department Head, or his designee shall respond in writing within 20 working days of its receipt.
- c. Group: If a grievance involves a group of bargaining unit employees within the Department, the grievance may be filed by the group of employees at the appropriate step of the grievance procedure where resolution is possible.

In the event the group is not represented by the Union, the Union must be given opportunity pursuant to advance notification to be

present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties as adjustment, decision or response made by the Department must be sent to the Union.

Section D - Procedure:

a. Step 1: The aggrieved employee, with or without a Union representative, shall orally present and discuss the grievance with the employee's immediate or acting supervisor within twenty (20) work days of the occurrence of the event giving rise to the grievance, or within twenty (20) work days of the employee's or Union's knowledge of such event. The supervisor shall make a decision on the grievance and reply to the employee and his/her representative within ten (10) work days after oral presentation of the grievance.

b. Step 2: If the grievance is not settled, the employee with or without his/her Union representative, shall submit a signed, written grievance to the appropriate management official within ten (10) work days following the supervisor's oral response. The grievance at this and subsequent steps shall contain:

1. Description of the nature of the grievance;
2. The date(s) on which the alleged violation occurred;
3. A statement of the remedy or adjustment sought;
4. Authorization by the employee if Union representation is desired.
5. The signature of the aggrieved employee and the Union representative, if applicable, according to the category of the grievance.

Should the grievance not contain the required information, the grievant shall be so notified in writing and given five (5) work days from receipt of notification to resubmit the grievance.

The appropriate management official shall submit a signed, written response to the grievance to the employee and his/her Union representative within ten (10) work days of its receipt. If the aggrieved employee is not being represented by the Union, the management official must send a copy of the Step 2 response to the Union within ten (10) work days of receipt of the Step 2 grievance.

c. Step 3: If the grievance remains unsettled, the grievance shall be submitted to the Chief Management Official in his/her division within ten (10) work days following receipt of the appropriate management official's Step 2 response.

The Chief Management official in the division shall respond in a signed statement to the employee and his/her represen-

tative within ten (10) work days of the Step 3 grievance. If the aggrieved employee is not being represented by the Union, the Chief Management official of the division must send a copy of the Step 3 response to the Union within ten (10) work days of receipt of the Step 3 grievance.

d. Step 4: If the grievance remains unsettled, the employee shall submit it to the Director within ten (10) work days following receipt of the Step 3 response. Within fifteen (15) work days of the Step 4 grievance the Director or his designee shall meet with the aggrieved employee and his/her representative to attempt to resolve the grievance or must respond in writing. If a meeting occurs, the Director shall respond in writing to the employee and his/her representative within seven (7) work days following the Step 4 meeting. If the employee is not being represented by the Union, the Director must send a copy of the Step 4 response to the Union within ten (10) work days of the Step 4 meeting.

e. Step 5: If the grievance remains unsettled, the Union within twenty (20) work days from receipt of the Director's response, shall advise the Director in a signed statement whether the Union intends to request arbitration of the matter on behalf of the employee(s). Only the Union can refer a grievance to arbitration.

#### Section E - Arbitration:

1. Selection of an Arbitrator: Within seven (7) work days from the Department's receipt of the arbitration request, the moving party shall solicit a panel of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the FMCS or AAA panel, the parties shall select a mutually agreeable arbitrator. If the list does not contain a mutually agreeable arbitrator, then each party shall alternately strike names from the panel until one (1) remains.

If, before the selection process begins, either party maintains that the panel of arbitrators is unacceptable, a request for a new panel from FMCS or AAA shall be made. ~~Subsequent~~ requests can be made until the parties receive an acceptable panel.

If either party refuses to participate in the selection of an arbitrator, FMCS or AAA shall have the authority to appoint one, upon the request of the opposing party.

2. The Department shall provide the hearing site, which must be agreeable to both parties. If any additional costs are involved, they shall be borne equally by the parties.

3. The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to consolidate grievances.

4. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
5. The hearing shall not be open to the public or persons not immediately involved.
6. Witnesses shall be sequestered upon request of either party.
7. Either party has the right to record the hearing or to have a verbatim stenographic record made at its own expense. The expense may be shared upon mutual agreement.
8. The parties shall attempt to submit a written joint statement of the issue or issues to the arbitrator.
9. The parties shall exchange witness lists either orally or in writing prior to the date the hearing is commenced.
10. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasonings and conclusions within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later.
11. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award to the issue(s) presented.
12. The arbitrator shall have full authority to award appropriate remedies.
13. The arbitrator's award shall be binding upon both parties.
14. A statement of the arbitrator's fee and expenses shall accompany the award. The fees and expenses of the arbitrator shall be borne equally by the parties. Either party may appeal the arbitrator's award in accordance with applicable law and regulations.

Section F - General:

1. All time limits shall be strictly observed unless the parties mutually agree to extend said time limits.
2. The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, all unit employees entitled to be present shall be excused with pay for that purpose. An employee whose tour of duty is other than the administrative work week shall have his/her tour

justed to be placed in a duty status for any hearing at which they are called as witness.

3. If either party considers a grievance to be either substantive or procedurally non-grievable or non-arbitrable, that party shall so notify the other party prior to the date of the hearing.

4. Issues of procedural or substantive arbitrability raised shall be presented first at the arbitration proceeding.

## ARTICLE 10 DISCIPLINE

### Section A:

Disciplinary action(s), including adverse action(s), corrective action(s) and admonishment(s) shall be imposed against a bargaining unit employee only for cause as defined in D.C. Code, § 1-617.1(d) (1987 ed.).

### Section B:

Employees have the right to contest corrective or adverse actions taken for cause through either OEA or the negotiated grievance procedure. An employee shall elect either of these procedures in writing and the selection once made cannot be changed.

1. Should the employee elect to appeal the action to OEA, such appeal shall be filed in accordance with OEA regulations.

2. Should the employee elect to grieve the action under the negotiated grievance procedure, the grievance must be filed at the appropriate step within twenty (20) work days from the effective date of the action. However, should the employee elect to utilize the negotiated grievance procedure, only the Union may take the appeal of a corrective or adverse action to arbitration.

### Section C:

In imposing disciplinary actions the Department shall apply progressive discipline and shall consider the mitigating factors against the alleged offense, in accordance with D.C. Code, § 1-617 (1987 ed.).

### Section D:

If the Department has reason to counsel an employee, it shall be done in private so as not to unnecessarily embarrass the employee before other employees or the public.

ction E:

Employees against whom disciplinary action(s) is proposed shall be informed in writing of the right to Union representation. If a supervisor believes that any meeting with an employee could result in disciplinary action, the employee may request to have a Union representative present at said meeting. Such requests shall not be denied.

ARTICLE 11  
LABOR-MANAGEMENT COOPERATION

Section A:

The Department and the Union shall establish a joint labor-management committee that will meet on a monthly basis. The agenda for scheduled meetings shall be exchanged at least five (5) days prior to the meeting. In the absence of an agenda or notification five (5) days in advance, no meeting shall be held. Labor-Management meetings shall be held with the Director of the Department or his/her designee.

Section B:

The Committee shall be composed of five (5) members representing the Union and five (5) members representing the Department.

The Labor-Management Committee shall exchange views and consider and make recommendations to the Department about policies and practices related to working conditions, terms of employment and the implementation of this Agreement. The Committee shall also discuss matters of common interest to both parties, or other matters which either party believes will contribute to the improvement of relations between them.

It is understood that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings, nor shall the meeting be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

Other meetings of the Committee may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

Section C:

The standing members of the Labor-Management Committee appointed by the Union shall be granted official time to attend the above conferences when the conferences occur during the regular work-

ing hours of the employees. The Union shall notify the Department at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed members.

Section D:

Each party may have other officials who are not employees of the Department. However, such representatives shall not exceed two (2), unless otherwise mutually agreed upon.

Section E:

A brief summary of the matters discussed and any understandings reached at all meetings as well as the position taken by the parties in a disagreement will be prepared and initialed by both sides.

ARTICLE 12  
EMPLOYEE LISTS AND INFORMATION

Section A:

Within 30 days after the effective date of this Agreement, the Department shall provide the Union with a list of all employees in the bargaining unit. The list shall include the following information:

1. Name;
2. Job title, series and grade;
3. Responsibility Center Code;
4. Service Computation Date; and
5. "Not to Exceed" dates for term employees.)

This list shall be updated quarterly. If the list is not provided in a timely fashion the Union shall submit a written request to the Department.

Section B:

The Union shall also be provided the following information:

1. A list of new hires, separations, transfers, reassignments and details in excess of 60 days, to be provided quarterly;
2. EEO Reports, as they are printed; and,

3. Merit Staffing Vacancy Announcements, as they are posted.

Section C:

Within thirty (30) days after the effective date of this Agreement, the Department shall provide the Union with an approved, standardized copy of the position description for each job category in the bargaining unit.

Section D:

Management agrees to provide the Union with a copy of updates and changes to the Comprehensive Merit Personnel Act (CMPA), the District Personnel Manual (DPM), and all written Department administrative issuances which affect working conditions of bargaining unit employees as they are issued.

Section E:

The Department will notify the Union of reorganization/reignment plans within the Department prior to implementation.

ARTICLE 13  
FACILITIES AND SERVICES

Section A:

The Department agrees to the use of facilities for meeting purposes for the Union subject to the following conditions:

1. Meetings will be held before the start of business, during lunch periods and after close of business.
2. The use of facilities will not involve any additional expense to the District Government other than the normal expenses which are incurred for items such as heating and lighting.
3. The Union will request in writing the use of D.C. Government facilities for the purpose of Union meetings no later than two (2) working days in advance of requested meeting date. The Department will reply within two (2) days of initial request.
4. The Union recognizes its responsibility in using District facilities to observe all applicable security and public safety regulations and to conduct its meetings in an orderly manner so as not to interfere with normal work operations, and assumes responsibility for all damages to District property occasioned by their use, and agrees to leave the facility in a clean and neat condition.



ARTICLE 14  
BULLETIN BOARDS

The Department agrees to provide a reasonable amount of space on existing or new bulletin boards and in areas commonly used by employees in the unit. The Union shall use this space for the purpose of advising members of meetings and any other legitimate Union information.

ARTICLE 15  
SAFETY, HEALTH AND COMFORT

Section A:

The Department shall provide the employees with reasonably safe and healthful working conditions in accordance with Title 1, Chapter 6, Subchapter XXI of the D.C. Code (1987 ed.). It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety.

Section B:

The Department shall ensure that training is offered, at no expense to the employee, in cardiopulmonary resuscitation (CPR) and first aid. The Department shall provide first aid kits for each administration. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union and included in the Department's telephone book. In addition, the Department shall provide one (1) first aid kit at each outside property and in each emergency vehicle. The Department and the employees will cooperate in ensuring that all first aid kits are maintained. The Department shall promptly contact outside emergency medical or other appropriate employee services when an emergency occurs which warrants this type of assistance.

Section C:

The Department shall make every reasonable effort to provide and maintain clean, sanitary and stocked restroom facilities for all employees.

Section D:

The Department shall make every effort, within a reasonable period of time and consistent with the District Government timetable, to remove asbestos from all known worksites.

Section E:

The Department agrees to maintain the work place and its equip-

ent in good condition. Deficiencies in this area shall be discussed and corrected. Shower rooms and related facilities shall be repaired and maintained in good condition.

The Union and the Department shall make every effort to prevent accidents of any kind. If accidents occur, the prime consideration will be the welfare of the injured employee. As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or his/her coworkers. The supervisor must report injuries to the Safety Officer.

#### Section F:

In the event of excessive temperature or equipment failure, nonessential employees may be reassigned or released in accordance with the District Personnel Manual, Chapter 12.

The District Personnel Manual defines excessive temperature in Appendix C and is listed here for informational purposes:

95 degrees Fahrenheit	-	55% humidity (minimum)
96 degrees Fahrenheit	-	52% humidity
97 degrees Fahrenheit	-	49% humidity
98 degrees Fahrenheit	-	45% humidity
99 degrees Fahrenheit	-	42% humidity
100 degrees Fahrenheit	-	38% humidity

During extremely cold weather conditions, the Department agrees that affected nonessential employees, as determined by the Director, working inside buildings will be dismissed or relocated at Management's option, when the temperature in a particular building is so low that employees cannot perform work adequately.

Nonessential employees who are required to work outside shall not be required to perform those duties during periods of severe inclemency, as determined by the Director, with consideration of the U.S. (National) Weather Bureau.

#### Section G:

Employees shall promptly report to Management all deficiencies in maintenance of vehicles for corrective action. The Department agrees to present vehicles to D.C. Safety Inspection at the prescribed time(s).

#### Section H:

When an employee identifies what she/he believes to be an unsafe or unhealthful working condition, the employee shall notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate action. If an unsafe or unhealthful condition is determined to exist, the affected employee(s) shall not be required to perform duties in the affected area. During this period, the supervisor may require the employee(s) to perform

their duties in another work area or to perform other duties outside the affected area.

Section I:

When the Department is aware of a workplace inspection or investigation which is conducted by a Department safety representative or by an outside agency, such as OSHA or NIOSH, in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity to participate. During the course of any such inspection or investigation any employee may bring to the attention of the inspector any unsafe or unhealthful working condition.

Section J:

Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthful working condition or practice, assisting in the investigation of such conditions, or for participating in any occupational safety and health program and activities.

Section K:

The Department shall prepare and post instructions to evacuate the building at 1133 North Capitol Street, N.E.; 51 N Street, N.E., 70 Pierce Street, N.E., any other work site(s) of DHCD or DPAH in case of emergency.

Section L:

The Department agrees to take necessary steps to ensure the safety of employees who are required to work alone. The Department agrees to immediately implement all present security/safety measures affecting these employees and to ensure that these procedures are known and carried out by all employees. Where necessary, the Department agrees to revise and/or implement security/safety measures for the protection of employees. A continuous review of security/safety measures shall be the joint responsibility of Management and the Union.

Section M:

The Department shall acquire, maintain and require employees to use safety/protective equipment to protect them from hazardous conditions encountered during the performance of official duties.

The Union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment for consideration by the Department. The Union shall also be consulted prior to purchase of major new equipment and/or devices impacting upon working conditions and/or personnel.

The Union agrees to promote and encourage employees to follow safety procedures.

Section N:

The Department agrees to provide to potentially exposed employees and the Union, all information available to the Department concerning hazardous substances. A listing of all chemicals used by the Department along with their generic names shall be provided annually to the Union. Such listing shall indicate chemical use by work area. Within budgetary limitations, emergency shower facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

Section O - Safety Committee:

A safety committee of three representatives from the Union and three representatives from Management, one of whom shall be the Department's Safety Officer, will be established in the Department. One Union and one management representative shall serve as co-chairpersons. The Committee shall:

- (1) Meet once a month, or at the call of either co-chairperson, to review special conditions which may develop.
- (2) Conduct safety surveys and inspections and make joint recommendations to the appropriate administrator, through the Safety Officer.
- (3) Seek resources and coordinate the development and conduct of appropriate health and safety training programs. All training shall be coordinated with the Office of Administration and Management.
- (4) Consult with, and render assistance to the Department Safety Officer upon request.

Section P:

The Department is responsible for providing injured employees with information regarding proper accident reporting forms and for helping employees properly complete accident reporting and compensation forms.

Section Q:

The safety officer shall provide the Union a copy of the monthly report of on-the-job injuries, submitted to the Department of Employment Services, Office of Occupational Safety and Health. The safety officer shall promptly notify the Union in the event of an on-the-job death.

Section R:

Within space limitations, the Department agrees to provide an employee lunchroom at the main offices of DHCD and DPAH which may be used by employees during their lunch period. If this is not possible, and at other Department facilities, Management shall attempt to identify space in which employees may eat lunch.

Section S:

The Department and the Union mutually recognize the need for protection of employees from assault and intimidation at the work place and will work cooperatively to obtain appropriate protective measures.

Section T:

An employee may be accompanied by a Union representative at any meeting regarding a fitness-for-duty examination.

Section U:

The Department agrees to explore the establishment of a Health Unit for use by DHCD and DPAH employees and to consult with the Union on this issue.

ARTICLE 16  
ENVIRONMENTAL DIFFERENTIAL

The Union may submit to the Department a list of positions which it has determined to be eligible for an environmental differential. The Department shall submit this list, along with the necessary supporting information, to the D.C. Office of Personnel for approval or disapproval. Personnel's decision will be made available to the Union.

ARTICLE 17  
REASSIGNMENTS

Section A:

If any employee is to be reassigned, he/she will be given advance notice of the reassignment including an explanation related thereto. If reassignment involves a relocation to a different facility or building, five (5) working days notice will be given. Any notification of reassignment will be accompanied by a request for personnel action.

Section B:

In no instance will reassignment or transfer from the bargaining unit be used as a means of punishment or retaliation.

Section C:

In the event a reassignment of a Union Steward, Chief Steward or President is planned, the Union President will be given fifteen (15) working days written notice regarding such anticipated reassignment.

Section D:

Employees requesting reassignment or transfer within the same organizational unit or to other organizational units shall submit a request in writing inclusive of the supportive reasons to their immediate supervisor. If denied by the immediate supervisor, the request may be appealed through the appropriate levels of supervision up to the Director. Response to the request shall be issued at each level within a reasonable period of time.

ARTICLE 18  
UNIFORMS

The Department shall provide all wage grade and District schedule employees whose duties require uniforms with a supply of five (5) uniforms. Replacement uniforms will be provided only when the worn ones are returned to the Department. Employees who have been issued uniforms are required to wear those uniforms while on duty. Employees who terminate their employment are required to return their uniforms prior to receiving their final pay check.

If the Department determines that protective clothing is required for certain employees to perform their duties, such items shall be provided. If protective clothing is provided, it must be worn. In its determination of whether or not protective clothing is required for an employee's duties, the Department shall follow appropriate OSHA safety standards as well as any other applicable laws, rules and regulations.

Employees required to work outside shall be furnished with appropriate clothing, such as rainwear, etc., which is suitable for the weather conditions in which they are required to work.

ARTICLE 19  
TOOLS

Section A:

The Department shall provide at no cost a first issue of all tools it deems necessary for employees to perform their work. New and current employees will be responsible for replacing tools lost or stolen except where theft from a secured department vehicle, authorized private vehicle, or location is involved and where the employee was not at fault. Management will replace worn or broken tools issued upon the return of unservicable tools, unless it is evidenced that the employee has abused the tools. Management shall provide lockable tool boxes and secure locations for the tools. Employees will be responsible for obtaining and maintaining their own locks for individually issued tool boxes.

Section B:

The Department shall maintain its power and special tools in safe working condition. Employees will be responsible for proper care and safe operation of power and special tools after receiving proper training in the use and care of the tools. Tools issued will remain the property of the District of Columbia Government. Employees terminating their employment shall be required to return such tools prior to receiving their final paycheck.

ARTICLE 20  
TEMPORARY OR TERM EMPLOYEES

The Department shall provide the opportunity to an employee who has occupied a temporary or term position(s) for more than one (1) year and has performed at a satisfactory level to be considered for a permanent position in the Department.

ARTICLE 21  
HOURS OF WORK/OVERTIME ADMINISTRATION

Section A:

To the extent possible employees shall be notified five (5) work days in advance of any permanent or long term (i.e. six (6) months or longer) change in their scheduled tour of duty.

Section B:

Staff meetings shall be scheduled during regular working hours except in the case of an emergency.

Section C:

The use of compensatory time shall be governed by the provisions of the Compensation Units 1 and 2 Agreement.

Section D:

Overtime assignments shall be distributed equitably among volunteers from the work unit in which the overtime work is to be performed. If there are not enough volunteers, Management shall distribute the remaining overtime assignments equitably among qualified employees. An employee assigned to work overtime may be excused at the supervisor's discretion if he/she has a valid reason. Each such situation shall be considered on its merits.

Section E:

The Department shall make every effort to notify employees in advance when overtime work will be required. When a supervisor requests or directs an employee to perform overtime work the supervisor shall make every reasonable effort to give the employee a written statement that the overtime work has been authorized by the Director.

Section F:

The Department shall properly record on time and attendance forms overtime hours worked, and shall process the forms so that the employee(s) may be paid no later than the first pay period following the one in which the work was performed.

ARTICLE 22  
USE OF PRIVATE VEHICLES

Section A:

1. The Department shall provide within budgetary limitations, vehicles for the use of employees who need transportation to perform their duties. Usage of such vehicles shall be given priority in areas where public transportation is not available.
2. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee shall have the right to elect to use either his/her private vehicle or public transportation, consistent with Department and District-wide rules and regulations.

Section B:

1. If an employee elects to use his/her private vehicle to perform his/her duties the Department shall reimburse the employee for mileage at the rate established between the Department and Union at the City-wide level, consistent with Department and District-wide rules and regulations.
2. Where an employee elects to use public transportation, work assignments shall be adjusted to allow for increased travel time. Employees who use public transportation for the performance of their duties shall not be adversely affected in the Department's evaluation of their productivity if such productivity is diminished as a result of longer travel time. The Department shall reimburse employees for the actual cost of public transportation use, consistent with Department and District-wide rules and regulations.



Section C:

An employee whose vehicle is rendered inoperable during the course of official duties shall be granted reasonable time, upon notification to the supervisor, to make minor repairs or get the vehicle to a garage and return to the Office.

Section D:

Employees shall be reimbursed in accordance with District government rules and regulations for the following expenses incurred during the performance of duties for the Department with a government or private vehicle:

1. Parking fees;
2. Tolls; and
3. Parking tickets incurred through no fault of the employee.

ARTICLE 23  
CONSULTATION AND COUNSELING

Section A:

The parties recognize that alcoholism, drug abuse and emotional disorders are illnesses that can interfere with job performance. As such the Department shall make substantial efforts in accordance with the District EAP Program to assist bargaining unit employees, suffering from these illnesses, to recover.

Section B:

When a bargaining unit employee's excessive absenteeism or performance deficiencies are suspected to be due to alcoholism, drug abuse or an emotional disorder, the Department shall refer the employee, in writing, to a counseling or treatment program. If the employee accepts the Department's referral and participates in the counseling or treatment program, the Department must give the employee a reasonable period of time after completion of the treatment program to recover and to improve his or her performance and/or attendance.

Section C:

If the employee refuses to seek counseling and/or there is not an inadequate improvement in work performance and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action shall be initiated as warranted. Employees accepting direct referral will be provided reasonable time prior to adverse action being taken to improve work performance and/or

the requirements of the employee consultation and counseling service if the employee's work performance satisfactorily improves.

Section D:

The Employer will post a notice on bulletin boards describing the consultation and counseling service.

Section E:

The Department shall grant excused leave (i.e. Annual Leave, Sick Leave or Leave Without Pay) to an employee suffering from alcoholism, drug abuse or an emotional disorder for the time he/she participates in a counseling or treatment program. Such leave must be requested in advance and scheduled so as not to unduly interfere with the work of the Department.

Section F:

The Department shall give written referrals to the D.C. Employee Consultation and Counseling Service to an employee who is experiencing other personal problems which are causing an adverse affect on his/her job performance and/or attendance.

If the employee accepts the Department's referral and participates in the Service, the Department shall give the employee a reasonable opportunity to improve his/her performance and/or attendance. If the employee's performance and/or attendance does not improve, the Department may initiate disciplinary action against the employee for cause in accordance with Article 10 of this Agreement and applicable D.C. laws and regulations.

Section G:

With respect to any programs or services attended by employees pursuant to this Article, no employee shall be required to sign a consent form(s) authorizing the release of information to any supervisor or to the Department except for information regarding an employee's attendance in the program.

ARTICLE 24

TRAINING, CAREER DEVELOPMENT, AND UPWARD MOBILITY

Section A:

Consistent with employee development and affirmative action program guides, it is the Department's intention to provide training and career development opportunities for bargaining unit employees for the purpose of developing and maintaining their skills so that they may perform at their highest possible levels

in their positions and advance in accordance with individual potential and abilities.

Section B:

1. The Department will offer to assist employees in implementing individual career development plans by providing easy access to information on training opportunities, publicizing current training programs, advising employees of requirements needed to enter training programs, assisting employees in applying for training opportunities, scheduling training and making resources available to cover approved expenses for training.
2. The Department shall distribute to all bargaining unit employees, on a quarterly basis, a list of training programs offered by or through the Department.
3. Employees shall be given reasonable opportunities to discuss training needs and/or opportunities with their supervisors and/or other Department or Personnel officials.

Section C:

1. The Department shall distribute training and educational opportunities among the bargaining unit employees.
2. Requests for training and educational opportunities shall be processed promptly.
3. A record of satisfactorily completed training courses may be filed by each employee in their Official Personnel File.
4. When an institution of higher learning provides for accreditation of on-the-job experience, upon the employee's request the Department shall submit verification of such experience.

Section D:

The parties recognize the importance of career development, training and upward mobility. The Labor-Management Committee established in this Agreement shall on a periodic basis perform the following functions:

- a. review existing policies and practices, with respect to training and career development and recommend changes in existing programs;
- b. recommend the adoption of new programs, policies and practices;
- c. review and offer comments on programs proposed by the Department; and

The Labor-Management Committee may, if it deems necessary, establish a subcommittee to deal with these issues.

Recommendations submitted to the Director by the Committee shall be given careful consideration and the Committee shall be informed within a reasonable period of time of the status of its recommendations.

**ARTICLE 25**  
**PERFORMANCE EVALUATIONS**

**Section A:**

The parties agree that the performance rating plan in effect on December 31, 1979 shall remain in effect and apply until such time as a new performance rating plan is established, after negotiations with appropriate labor organizations, consistent with the Comprehensive Merit Personnel Act (CMPA).

**Section B:**

Each employee will be given, within thirty (30) days of entering a new position, or within thirty (30) days of reassignment including changed or additional duties, notification of the duties and responsibilities which will be used in the performance rating process. As soon as factors are identified for each occupational group, every employee in that occupational group will be notified of the factors which will be used in rating his/her performance.

**Section C:**

The employer agrees to discuss work deficiencies with employees when observed and advise ways of improving performance. In any case, notice of unsatisfactory performance shall be given in accordance with personnel regulations.

**Section D:**

The Employer recognizes its responsibility to assure employees fair and objective evaluations.

**Section E:**

At the same time that an annual performance rating is given, the responsible supervisor will discuss with the employee areas of potential development and improvement, including the employee's performance under the agency's work plan.

ARTICLE 26  
PERSONNEL FILES

Section A:

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the Office of Personnel.

Section B:

Employees shall have the right to examine the contents of their Official Personnel Folder. Upon request in accordance with regulations and procedures issued by the Office of Personnel, and shall have the right to obtain copies of any official documents herein.

Section C:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of materials placed in his/her folder.

Section D:

The Department shall keep all arrests from the Metropolitan Police, fingerprint records and other confidential reports in a confidential file apart from the official personnel folder. No person shall have access to the confidential file without authorization from the Director of Personnel.

Section E:

The access card signed by all those who have requested and been given access to the employee's file, as required by personnel regulations and procedures, shall be made available for review by the employee.

Section F:

Each employee shall have the right to present information immediately germane to any information contained in his/her official personnel record and have irrelevant or untimely information removed from the record.

ARTICLE 27  
DETAILS AND TEMPORARY PROMOTIONS

Section A - Details:

1. A detail is the temporary official assignment of an employee

to a different position for a specified time period with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall at all times be considered the incumbent of his/her regular position.

2. Details shall be made in accordance with personnel regulations and will be used for meeting temporary needs of the Department's work program and for on-the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission or organization, unanticipated absence, or to complete special projects.
3. When an employee is detailed to a higher graded position for more than ninety (90) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the ninety-first (91st) day.
4. For details in excess of thirty (30) days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee's official personnel file.
5. For details in excess of ninety (90) days, the employee's performance in the position to which he/she has been detailed shall be evaluated (including a rating) by the detail supervisor; the detail evaluation shall be included in the employee's official personnel file.
6. Details shall not be made as a means of retaliation or punishment.

#### Section B - Temporary Promotions:

1. A career employee may be given a temporary promotion to meet a temporary need. At the end of the specified period of time, the employee shall be returned to the same or comparable position from which the employee was temporarily promoted.
2. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.
3. A temporary promotion exceeding 120 days shall be made in accordance with merit promotion procedures.

### ARTICLE 28 POSITION MANAGEMENT AND CLASSIFICATION

#### Section A:

Each position covered in the bargaining unit that is in existence or is established or changed must be accurately described in

writing, and classified to the proper occupational title, series, schedule and grade.

Section B:

Employees shall be furnished a current, accurate, approved copy of the description of the position to which assigned at the time of the assignment, or upon request. Employees detailed or reassigned to established positions shall be given position descriptions at the time of assignment. Employees detailed to a unestablished position shall be furnished with statements of duties at the time of assignment to the detail.

Section C:

The position description shall be kept current and accurate. Changes to a position shall be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, schedule and grade.

Section D:

Where language such as "other duties as assigned" or "performs other duties as assigned" appears in an employee's official position description, the clause shall mean those duties which must be performed and must be directly related to those duties listed in the employee's position description.

Section E:

The parties agree that the principle of equal pay for substantially equal work shall be applied to all position classifications and personnel actions in accordance with the D.C. Code.

Section F:

An employee, upon request, shall have access to organizational and functional charts, and other pertinent information directly related to the classification of his/her position.

Section G:

Violations of classification issues/equal pay for equal work shall be appealed through the procedures outlined in the District Personnel Manual, Chapter 11A, §1110.

ARTICLE 29  
MERIT STAFFING

Section A - Purpose:

1. The Department shall ensure that merit promotion principles

are applied in a consistent and equitable manner to all applicants in bargaining unit positions.

2. All selections shall be based on objective, job-related selection criteria and shall be made without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation or Union activity.

#### Section B:

All position within the bargaining unit shall be filled in accordance with the District's Merit Staffing Plan.

#### Section C:

The Department agrees that vacancy announcements shall be posted in accordance with personnel regulations for a period of at least ten (10) work days prior to the expiration date throughout the Department. If such announcements are limited to Department only, they may be posted five (5) days, consistent with District personnel regulations. Such announcements shall provide a synopsis of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. The Union president or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections or amendments.

#### Section D:

A review of an applicant's minimum qualifications shall be made by a representative of the D.C. Office of Personnel (DCOP). An applicant in the bargaining unit who is rated ineligible shall be notified by DCOP in writing. Redress, if any, shall be in accordance with the District's Merit Staffing Plan.

#### Section E:

If the selecting official interviews one (1) candidate, he/she shall interview all candidates in accordance with District Personnel Manual. Interviews must be job-related, reasonably consistent, and fair to all candidates, consistent with D.C. laws and regulations.

### ARTICLE 30 CONTRACTING OUT

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is a mutual concern to the Department and the Union. The Department agrees to consult with the Union regarding the impact of such contracting out



on employees covered by this Agreement. The Department agrees to abide by appropriate District rules and regulations regarding contracting out.

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union ninety (90) days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's positions and give reasons in writing to the Union for any contracting out action.

ARTICLE 31  
GENERAL PROVISIONS

Section A. - Distribution of Health Benefit Plan Brochures:

The Department through the Public Service Cluster #4, agrees to distribute the American Federation of Government Employees (AFGE) Health Benefit Plan Brochure to all eligible unit employees during open health enrollment periods, provided such brochures are made available to the Department by the Union.

Section B. - Receipt of Bi-Weekly Paychecks:

All employees shall receive bi-weekly paychecks as soon as they are sorted and distributed to the various work locations. The Department shall distribute checks once they are processed.

ARTICLE 32  
REDUCTION-IN-FORCE

Section A:

The Department agrees to provide the Union with at least thirty (30) days notice prior to formal notification to employees of a proposed reduction-in-force due to reorganization or technological changes which may result in a reduction-in-force of employees in the bargaining unit. The Department further agrees to investigate alternatives for minimizing the effect on employees through reassignment, retraining, or job restructuring, restricting recruitment and other appropriate means to avoid separation of employees in full compliance with applicable laws and regulations.

Priority reemployment rights will be afforded to employees separated through reduction-in-force prior to filling vacant positions of the same or similar job classifications (except when the agency fills positions through in-service placement action; in accordance with District's reduction-in-force procedures.

Section B:

The Department shall implement all reductions-in-force in accordance with Title 1, Chapter 6, Subchapter XXV of the D.C. Code (1981 ed.) and Chapter 24 of the D.C. Personnel Regulations published in the D.C. Register.

Section C:

The Department shall implement the provisions of the Compensation Agreement for Compensation Units 1 and 2 concerning layoffs and furloughs.

ARTICLE 33  
REORGANIZATION/REALIGNMENT

Prior to the Department's implementation of a reorganization/realignment, the Department shall notify the Union, in writing, and shall provide the Union with the following:

- a. a description of the purpose and nature of the changes;
- b. organizational charts both existing and proposed;
- c. mission and function statements both existing and proposed;
- d. staffing patterns both existing and proposed; and
- e. any other relevant information needed by the Union to evaluate the reorganization and its impact on the bargaining unit.

ARTICLE 34  
LEAVE ADMINISTRATION

Section A - Maternity:

Absence for maternity reasons is a period of approved absence for incapacitation related to pregnancy and confinement.

The granting of leave for this purpose is a combination of leave without pay, accumulated sick leave and annual leave. A pregnant employee is entitled to use her accumulated sick leave for period she is unable to work for medical reasons certified by a physician.

The employee is required to make known to her supervisor in advance her intent to request leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration

to allow the Department to arrange for any staffing adjustments which might be necessary.

Section B - Paternity Leave:

A male employee may be granted his accumulated annual leave, leave without pay or a combination of both, for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section C - Leave for Adoptive Parents:

Request for leave by an employee, male or female, adopting a child may be granted based on his/her accumulated annual leave, leave without pay or a combination of both.

Section D:

Leave for maternity or paternity purposes may be granted for a period of up to three (3) months and may be extended to a maximum of six (6) months. The total amount of leave that can be granted for parenting reasons, consistent with this paragraph cannot exceed one (1) year.

Section E:

An employee will remain in the position or be placed in a position of like seniority, status and pay, upon return to work unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for similar reasons unrelated to the maternity absence.

Section F:

Approval of leave shall be in accordance with District policies and regulations.

Section G - Union Business Leave:

Employees elected to any Union office or selected to perform work which takes them from their employer shall submit a written request for a Leave of Absence Without Pay. A request for a leave of absence shall be submitted two (2) weeks in advance. Such requests shall contain justification and dates of commencement and termination of such leave. The Employer agrees that the initial request for a leave of absence shall not exceed one (1) year.

The Employer shall have the right to grant or deny such requests. If granted, the initial leave of absence shall not exceed one (1) year and the employee benefit costs during that period will not be borne by the District government.

Section H - Education and Training Leave:

An employee may be granted a leave of absence without pay for

to one (1) year for educational or professional purposes. Such request must be submitted at least six (6) weeks in advance. The continuation of benefits shall be consistent with District's regulations and policies.

Section I - Military and Reserve Component:

The parties agree that this section is placed in the Agreement for information purposes only and does not constitute as having been negotiated this term. If there is a conflict between District policy and regulation regarding military and reserve components as stated herein, District policy and regulations shall prevail.

Members of the reserve components of the Armed Forces are entitled to leave with pay for a maximum of fifteen (15) calendar days in a calendar year upon submission of proper orders.

Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for all days of service for any parade or encampment which the D.C. National Guard, or any portion hereof, may be ordered to perform by the Commanding General, but does not include time spent on weekly drills and meetings of the D.C. National Guard. Notwithstanding the above, additional military leave with pay will be granted to members of the reserve component of the armed forces of the National Guard for the purpose of providing military aid to enforce law for a period not to exceed twenty-two (22) work days in a calendar year.

Section J - Call-In-Time:

Request for leave for illness or emergencies are required at least one (1) hour prior to or within the first hour of the scheduled hour of duty. All requests shall be called in to the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee should call the next designated supervisor or manager's office. The supervisor receiving the call shall convey the request to the proper supervisor.

Section K - Leave for Death in the Family:

In the event of a death in an employee's immediate family (grandparents, parents, spouse, children, brother or sister, mother or father-in-law, brother or sister-in-law, son or daughter-in-law) every effort will be made to grant the employee's request for annual leave or leave without pay.

ARTICLE 35  
NO STRIKE OR LOCKOUT

Section A:

Under the provisions of Section 1705 of D.C. Law 2-139, it is unlawful to participate in, authorize or ratify a strike.

Section B:

The term strike as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slow-down.

Section C:

No lockout of employees shall be instituted by the Employer during the term of this Agreement, except that the Department in a strike situation retains the right to close down any facilities and provide for the safety of employees, equipment or the public.

ARTICLE 36  
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply only to the specified Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, either party may demand immediate negotiation for a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 37  
DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement shall remain in full force and effect until September 30, 1990. The Agreement will become effective upon the Mayor's approval subject to the provisions of D.C. Code §1-618.15 (1987 ed.) and ratification by the Union. If disapproved because of certain provisions are asserted to be contrary to applicable law or if not ratified by the Union the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section B:

The parties acknowledge that this contract represents the complete Agreement 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 Employer and the Union agrees to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to or covered in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

Section C:

In the event that a state of civil emergency is declared by the Mayor (civil disorders, nature disasters, etc.) the provisions of this Agreement may be suspended by the Mayor during the time of emergency.

Section D:

This Agreement shall remain in effect until September 30, 1990 in accordance with Section A of this article, and will be automatically renewed for three (3) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement no later than May 4, 1990.

Section E:

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control provided, however, that if the Employer desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees the Employer shall provide the Union with advance notice and upon written request of the Union parties shall promptly negotiate the impact of such change.

MEMORANDUM OF UNDERSTANDING

The parties agree that the issues of child care and flexible work schedules are appropriate subjects for labor-management discussions. Therefore, the parties agree that during the term of the contract either party may initiate discussions regarding these topics. Further, the Union will be given the opportunity to present to the Department information it has with respect to these items.

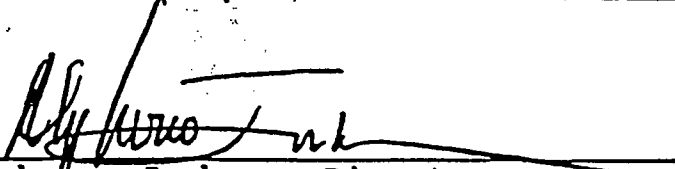
Louise Smothers  
Louise Smothers, President  
American Federation of  
Government Employees, Local  
2725


Karen-Ann Melby for MP  
Michelle Peterson  
Labor Relations Officer  
D.C. Office of Labor Relations  
and Collective Bargaining

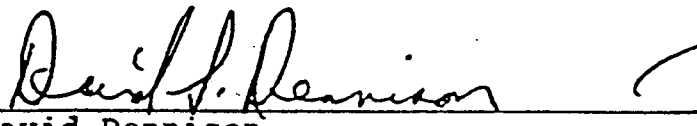
Date: 12-13-88

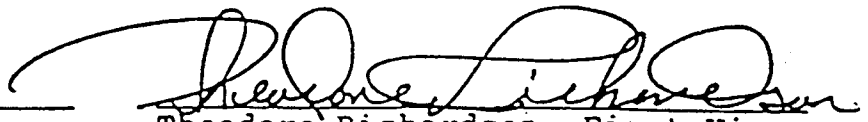
Date: 12-13-88

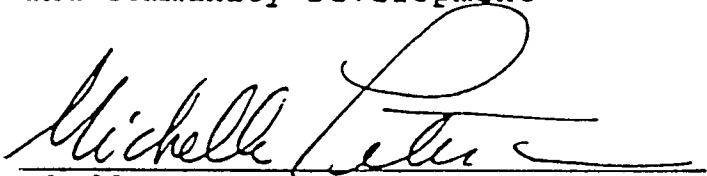
IN WITNESSES THEREOF, the parties have entered into this Agreement on this 13 day of December, 1988.


  
Alphonso Jackson, Director  
Department of Public and Assisted  
Housing


  
Louise Smothers, President  
Local 2725, American Federation  
of Government Employees, AFL-CIO


  
David Dennison  
Director, Department of Housing  
and Community Development


  
Theodore Richardson, First Vice-  
President, Local 2725, American  
Federation of Government  
Employees, AFL-CIO

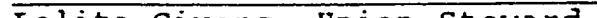
  
Michelle Peterson, Chief Negotiator  
C. Office of Labor Relations and  
Collective Bargaining

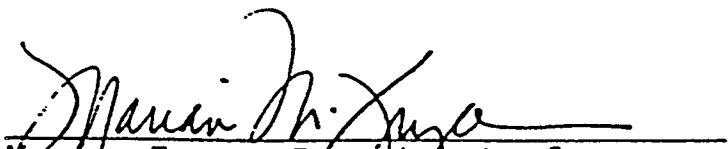
  
Vermont Vess, Asst. Chief  
Steward, Local 2725, American  
Federation of Government  
Employees, AFL-CIO

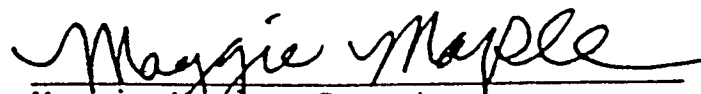
  
Nancy Holt, Department of Public  
and Assisted Housing

  
Patricia Allen, Negotiation  
Committee Member, Local 2725  
American Federation of Govern-  
ment Employees, AFL-CIO

  
Dayton Watkins, Department of  
Housing and Community Development

  
Lolita Givens, Union Steward  
(DHCD), Local 2725, American  
Federation of Government  
Employees, AFL-CIO

  
Maraan Fryer, Department of  
Housing and Community Development

  
Maggie Maple, Secretary  
Local 2725, American Federation  
of Government Employees, AFL-CIO



*Frances S. Sloan*

Frances Sloan, Department of Housing  
and Community Development

*Arkei A. Sharef*  
Arkei A. Sharef, Union Steward  
Local 2725, American Federation  
of Government Employees, AFL-CIO

*Alphonzo W. Johns*

Alphonzo Johns, Department of  
Housing and Community Development

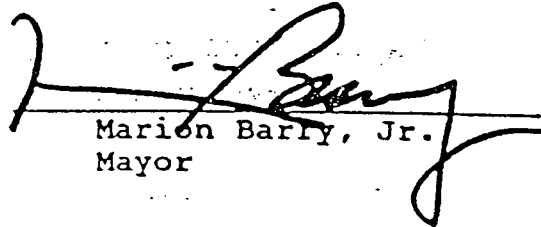
*Terrie Bjorklund*  
Terrie Bjorklund, Attorney to  
Local 2725, American Federation  
of Government Employees, AFL-CIO

Moses Wilds, Jr., Department of  
Housing and Community Development

Lola Black, D.C. Office of  
Personnel

APPROVAL

This Collective Bargaining Agreement Between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 2725, dated December 13, 1988 has been reviewed in accordance with Section 1715(a) of the District of Comprehensive Merit Personnel Act (CMPA) of 1978 (§1-347.15, D.C. Code, 1973 Edition, Supplement VII, 1980) and is hereby approved this 27th day of January, 1989.

  
Marion Barry, Jr.  
Mayor



**COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA GOVERNMENT**

**AND**

**COMPENSATION UNITS 1 AND 2**

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

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## PREAMBLE

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

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

## ARTICLE 1 WAGES

### SECTION A: FISCAL YEAR 2013:

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

### SECTION B: FISCAL YEAR 2014:

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

### SECTION C: FISCAL YEAR 2015:

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

### SECTION D: FISCAL YEAR 2016:

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

**SECTION E: FISCAL YEAR 2017:**

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

**ARTICLE 2  
METRO PASS**

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

**ARTICLE 3  
PRE-PAID LEGAL PLAN**

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

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

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

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



**SECTION D:**

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

**ARTICLE 5  
BENEFITS COMMITTEE**

**SECTION A:**

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

**SECTION B: RESPONSIBILITIES:**

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

**SECTION C:**

The Committee shall:

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

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

## **ARTICLE 6 BENEFITS**

### **SECTION A: LIFE INSURANCE:**

1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

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

Option A – Standard	Provides \$10,000 additional coverage	Cost determined by age
Option B – Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C – Family	Provides \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

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

**SECTION B: HEALTH INSURANCE:**

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

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

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

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

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

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

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

**SECTION C: OPTICAL AND DENTAL:**

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

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

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

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

**SECTION E: ANNUAL LEAVE:**

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

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

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

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

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

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

**SECTION F: SICK LEAVE:**

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

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

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

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

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

3. **Funeral Leave:**

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

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

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

**SECTION H: PRE-TAX BENEFITS:**

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

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

**SECTION I: RETIREMENT:**

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

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

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

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

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

**2. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:**

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

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

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

**3. DEFINED CONTRIBUTION PENSION PLAN:**

Section A:

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

(1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.

(3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.

(4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee

(a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)

(1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a

deferred compensation component and a defined benefit component.

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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



#### **4. TIAA-CREF PLAN:**

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

#### **SECTION J: HOLIDAYS:**

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

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

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

### **ARTICLE 7 OVERTIME**

#### **SECTION A: Overtime Work:**

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

**SECTION B: Compressed, Alternate and Flexible Schedules:**

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

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

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

**ARTICLE 8  
INCENTIVE PROGRAMS**

## **PART I - SICK LEAVE INCENTIVE PROGRAM:**

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

### **SECTION A:**

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

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

### **SECTION B:**

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

### **SECTION C:**

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

### **SECTION D:**

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

### **SECTION E:**

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

**SECTION F:**

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

**PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:**

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

**ARTICLE 9**

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

**SECTION A: CALL-BACK**

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

**SECTION B: CALL-IN**

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

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

**SECTION C: ON-CALL**

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

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

**SECTION D: HOLIDAY PAY**

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

**SECTION E: NIGHT DIFFERENTIAL**

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

**SECTION F: PAY FOR SUNDAY WORK**

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

**SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES**

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

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

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

**ARTICLE 10  
MILEAGE ALLOWANCE**

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2001 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

**SECTION D:**

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

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

**SECTION E:**

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

**ARTICLE 11**  
**ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT**

**SECTION A:**

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

**SECTION B:**

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

**ARTICLE 12**  
**BACK PAY**

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

**ARTICLE 13**  
**DUTY STATION COVERAGE**

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

## **ARTICLE 14 GRIEVANCES**

### **SECTION A:**

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

### **SECTION B:**

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

## **ARTICLE 15 LOCAL ENVIRONMENT PAY**

### **SECTION A:**

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

### **SECTION B:**

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



### **SECTION C:**

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

### **SECTION D:**

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

### **SECTION E:**

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

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

- High Work

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

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

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

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

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

**SECTION F:**

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

**ARTICLE 16  
NEWLY CERTIFIED BARGAINING UNITS**

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

**ARTICLE 17  
TERM AND TEMPORARY EMPLOYEES**

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

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

**SECTION F:**

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

**SECTION G:**

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

**ARTICLE 18**  
**SAVINGS CLAUSE**

**SECTION A:**

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

**SECTION B:**

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


**ARTICLE 19**  
**DURATION**

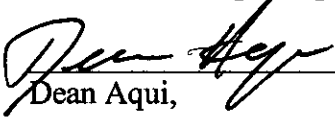
This Agreement shall remain in full force and effect through September 30, 2017. On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, and as witness the parties hereto have set their signature.

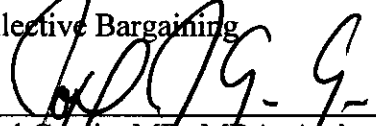
**Compensation Units One and Two Collective Bargaining Agreement**

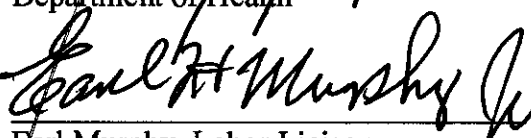
Signed: July, 2013


**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

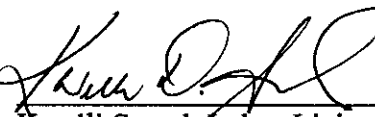
  
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Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

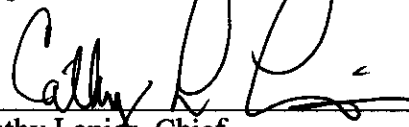
  
\_\_\_\_\_  
Dean Aki,  
Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

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


  
\_\_\_\_\_  
Earl Murphy, Labor Liaison  
Department of Health


  
\_\_\_\_\_  
William Howland, Director  
Department of Public Works

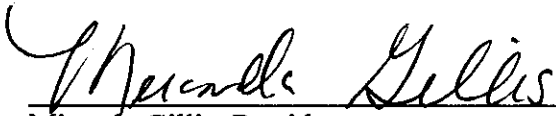
  
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Kwelli Sneed, Labor Liaison  
Department of Public Works

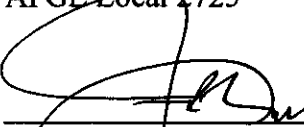
  
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Cathy Lanier, Chief  
Metropolitan Police Department

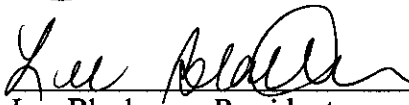
**FOR THE UNIONS**


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


  
\_\_\_\_\_  
James Ivey, President  
AFSCME Local 2091

  
\_\_\_\_\_  
Miranda Gillis, President  
AFGE Local 2725

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

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


  
\_\_\_\_\_  
Ben Butler, President  
AFGE Local 2741


  
\_\_\_\_\_  
Cynthia Perry, Staff Representative  
1199 NUCHHE

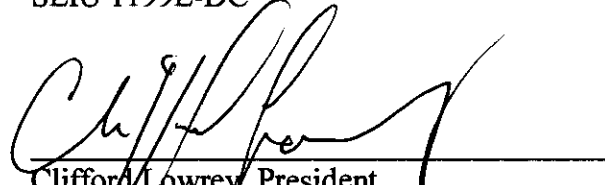
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2013

\_\_\_\_\_  
Mark Viehmeyer, Labor Liaison  
Metropolitan Police Department

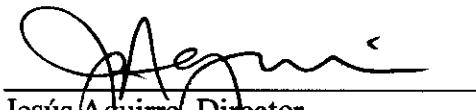
  
\_\_\_\_\_  
Lisa Wallace, Vice President  
SEIU 1199E-DC

  
\_\_\_\_\_  
Kenneth Ellerbe, Chief  
DC Fire and Emergency Medical Services

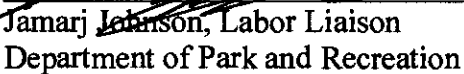
  
\_\_\_\_\_  
Clifford Lowrey, President  
AFGE Local 1975


\_\_\_\_\_  
Brian Lee  
DC Fire and Emergency Medical Services

\_\_\_\_\_  
Sabrina Brown, President  
AFSCME Local 2401

  
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Jesús Aguirre, Director  
Department of Parks and Recreation

\_\_\_\_\_  
Reginald Walker, President  
AFSCME Local 1200

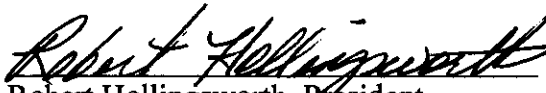
  
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Department of Park and Recreation

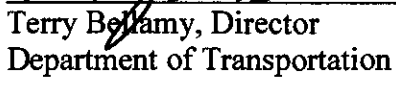
  
\_\_\_\_\_  
Cliff Dedrick, President  
AFSCME Local 2743


  
\_\_\_\_\_  
Lucinda Babers, Director  
Department of Motor Vehicles

\_\_\_\_\_  
Kenneth Lyons, President  
AFGE Local 3721

\_\_\_\_\_  
Odessa Nance, Labor Liaison  
Department of Motor Vehicles

  
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Robert Hollingsworth, President  
AFSCME Local 2776

  
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Terry Bellamy, Director  
Department of Transportation

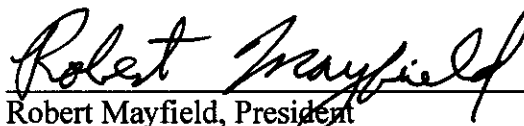
  
\_\_\_\_\_  
Antoinette White-Richardson, President  
AFSCME Local 1808

Compensation Units One and Two Collective Bargaining Agreement


Signed: July, 2013



Melissa Williams, Labor Liaison  
Department of Transportation



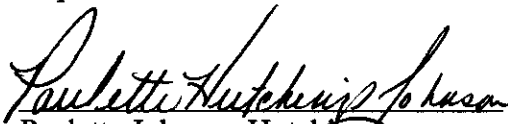
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AFGE Local 2978



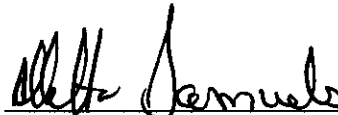
Thomas Faust, Director  
Department of Corrections



Timothy Traylor, President  
AFGE Local 383



Paulette Johnson-Hutchings,  
Labor Liaison  
Department of Corrections



~~Richard Campbell~~, President **Alletta Samuel**  
AFGE Local 1000



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



Walter Jones, President  
AFSCME Local 2087



Beverly Fields, Labor Liaison  
Office of the Chief Medical Examiner



Barbara Milton, President  
AFGE Local 631



Brian Hanlon, Director  
Department of General Services

Antonio Reed, President  
NAGE R3-05



Cecelia Banks, Labor Liaison  
Department of General Services

Cedric Crawley  
FOP-DYRSLC



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



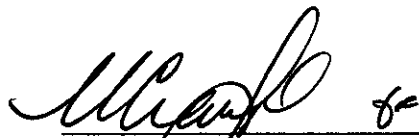
Darren Roach, President  
AFSCME Local 877

**Compensation Units One and Two Collective Bargaining Agreement**

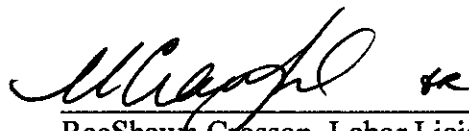
Signed: July, 2012


\_\_\_\_\_  
Amy Mauro, Labor Liaison  
Office of Risk Management

\_\_\_\_\_  
Sheila Bailey-Wilson, President  
AFSCME Local 709

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

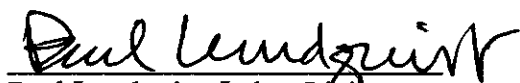
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Johnnie Walker, Representative  
AFGE Local 3444


  
\_\_\_\_\_  
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



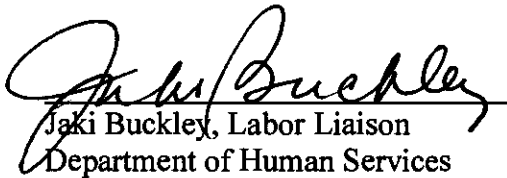
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

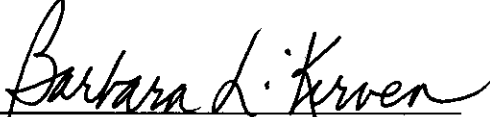
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Department of Health Care Finance



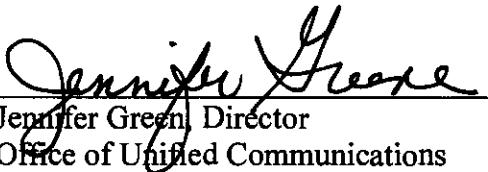
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David Berns, Director  
Department of Human Services

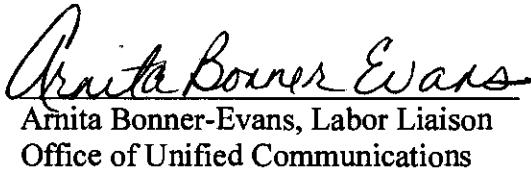
  
Jaki Buckley, Labor Liaison  
Department of Human Services

\_\_\_\_\_  
Ginnie Cooper, Executive Director  
DC Public Libraries



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Barbara Kirven, Labor Liaison  
DC Public Libraries

  
Jennifer Green, Director  
Office of Unified Communications

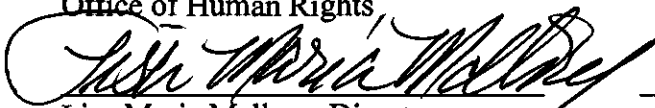
  
Armita Bonner-Evans, Labor Liaison  
Office of Unified Communications

**Compensation Units One and Two Collective Bargaining Agreement**


Signed: July, 2012


\_\_\_\_\_  
Gustavo F. Velasquez, Director  
Office of Human Rights


\_\_\_\_\_  
Ayanna Lee, Labor Liaison  
Office of Human Rights


  
\_\_\_\_\_  
Lisa Maria Mallory, Director  
Department of Employment Services

\_\_\_\_\_  
Rahsaan J. Coefield, Labor Liaison  
Department of Employment Services

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

  
\_\_\_\_\_  
Margaret Schwender, 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

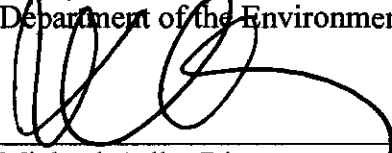
**Compensation Units One and Two Collective Bargaining Agreement**

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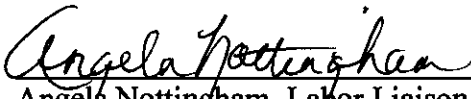
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Department of the Environment



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Denise Rivera-Portis, Labor Liaison  
Department of the Environment



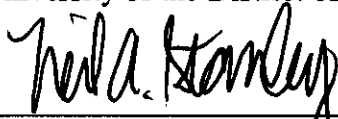
\_\_\_\_\_  
Michael Kelly, Director  
Department of Housing and  
Community Development



\_\_\_\_\_  
Angela Nottingham, Labor Liaison  
Department of Housing and  
Community Development

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

\_\_\_\_\_, Labor Liaison  
University of the District of Columbia



\_\_\_\_\_  
Neil Stanley, Director  
Department of Youth Rehabilitation  
Services

\_\_\_\_\_  
Tania Mortensen, Labor Liaison  
Department of Youth Rehabilitation  
Services



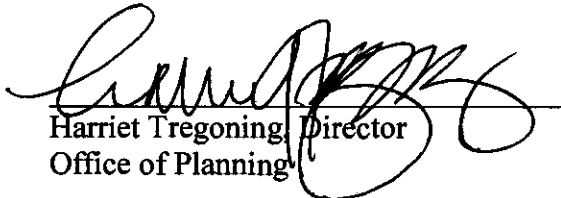
\_\_\_\_\_  
Vikkie Garay, Labor Liaison  
Department of General Services


**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

\_\_\_\_\_  
Ron M. Linton, Commissioner  
DC Taxicab Commission

\_\_\_\_\_  
Patty Mason, Labor Liaison  
DC Taxicab Commission

  
\_\_\_\_\_  
Harriet Tregoning, Director  
Office of Planning

  
\_\_\_\_\_  
Sandra Harp, Labor Liaison  
Office of Planning

\_\_\_\_\_  
Eric E. Richardson, Executive Director  
Office of Cable Television


\_\_\_\_\_  
Angela Harper, Labor Liaison  
Office of Cable Television

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

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Christina Fleps, Labor Liaison  
Office of the Chief Technology Officer

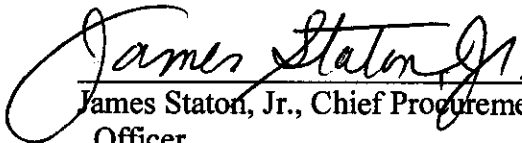
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

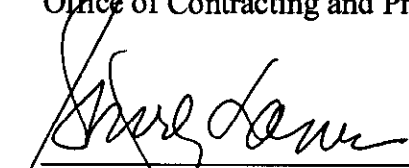


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Laura L. Nuss, Director  
Department of Disability Services

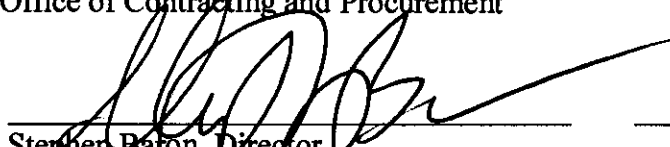
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Kehinde Asuelimen, Labor Liaison  
Department of Disability Services



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



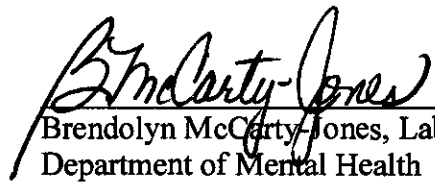
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Shirley Danner, Labor Liaison  
Office of Contracting and Procurement



\_\_\_\_\_  
Stephen Baron, Director  
Department of Mental Health



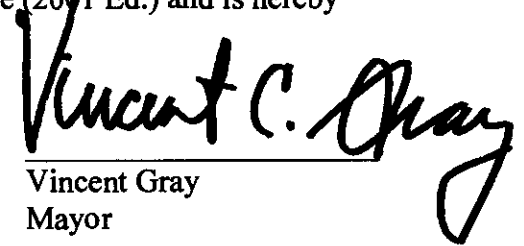
\_\_\_\_\_  
Frankie T. Wheeler, Director,  
Human Resources  
Department of Mental Health



\_\_\_\_\_  
Brendolyn McCarty-Jones, Labor Liaison  
Department of Mental Health

APPROVAL

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

  
Vincent Gray  
Mayor

APPENDIX A

Memorandum of Understanding

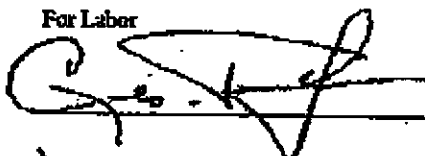
Between  
Compensation Units 1 & 2  
and  
The District of Columbia  
Concerning Classification and Compensation Collaborative Review

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

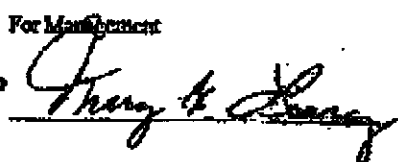
Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications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

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

For Labor

  
\_\_\_\_\_  
David J. Schlein

For Management

  
\_\_\_\_\_

January 30, 2001

**APPENDIX B**

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

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

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

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

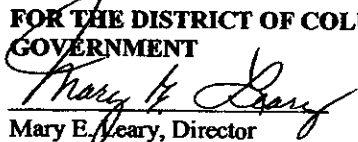
The Joint Task Force has agreed to apply any rate adjustment retroactively to a date in FY 2003. The retroactive date of implementation will be determined based on the number of employees affected and the unexpended balance of the 1% set-aside. That is pay adjustments will be made in affected employees'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




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

AGREED, this 26<sup>th</sup> 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

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

*Union Proposal  
2/1/06*

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.

*med  
2/1/06  
G.T.S.  
2/1/06*

**COLLECTIVE BARGAINING WORKING CONDITIONS AGREEMENT**

**BETWEEN**

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

**AND**

**THE DISTRICT OF COLUMBIA,**

**AND**

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

**EFFECTIVE 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/OFFICAL 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 an 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 31<sup>st</sup> 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 reinstating 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 31<sup>st</sup> day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

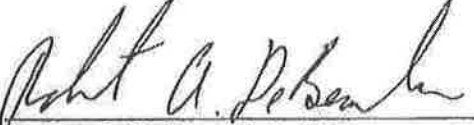
**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

  
\_\_\_\_\_  
**Mark H. Tuohy, 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 31<sup>st</sup> day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.


**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**


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

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


  
Olga I. Clegg, Vice President  
AFGE, Local 1403

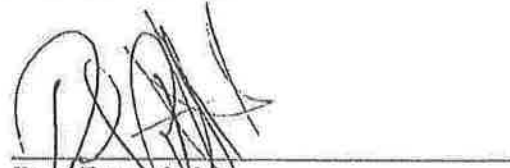
  
Ronald R. Ross, Deputy Director  
Mayor's Office of Legal Counsel


  
Anne Hollander  
AFGE, Local 1403

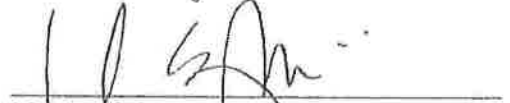
  
Nadine Wilburn, Chief  
Personnel, Labor & Employment Division  
Office of the Attorney General

  
Beth-Sherri Akyereko  
AFGE, Local 1403

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

  
Daye Rosenthal  
AFGE Local 1403

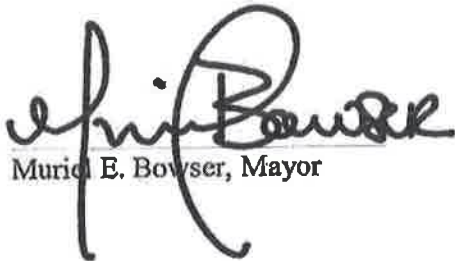
  
Kevin Stokes, Chief of Staff  
Office of Labor Relations & Collective  
Bargaining

  
Marie-Claire Brown  
AFGE Local 1403

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

**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 16<sup>th</sup> day of January, 2017.2018



Muriel E. Bowser, Mayor

**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 H – Other Forms of Leave:**

1. Military Leave: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m)(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(1) (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 16<sup>th</sup> of each year;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;
- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year; and
- (k) Christmas Day, December 25th of each year.

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

**SECTION L – Benefits Levels:**

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

**ARTICLE 5  
COMPENSATORY TIME**

**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.

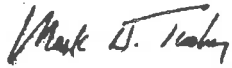
**ARTICLE 15  
INCORPORATION OF NON-COMPENSATION AGREEMENT**

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.



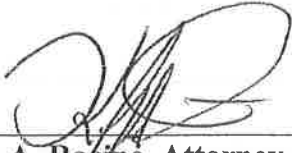
On this 31<sup>st</sup> day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**



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



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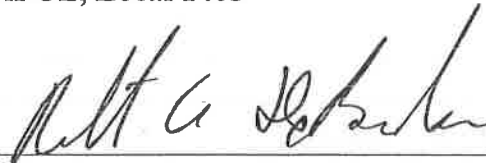
**Karl A. Racine, Attorney General  
Office of the Attorney General**

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



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




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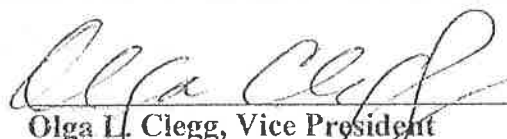
**Robert A. DeBerardinis, Vice President  
AFGE, Local 1403**


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


**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

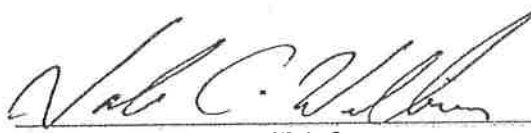
**FOR THE AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES  
LOCAL 1403**


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

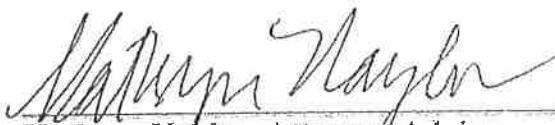
  
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Olga L. Clegg, Vice President  
AFGE, Local 1403

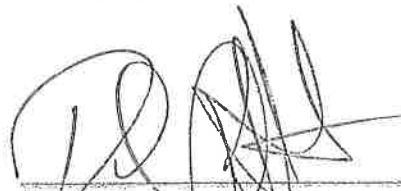
  
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Ronald R. Ross, Deputy Director  
Mayor's Office of Legal Counsel

  
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Anne Hollander  
AFGE, Local 1403

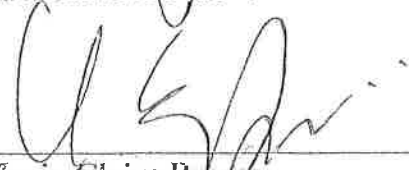
  
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Nadine Wilburn, Chief  
Personnel, Labor & Employment Division  
Office of the Attorney General

  
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Beth-Sherri Akyereko  
AFGE, Local 1403

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

  
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Dave Rosenthal  
AFGE Local 1403

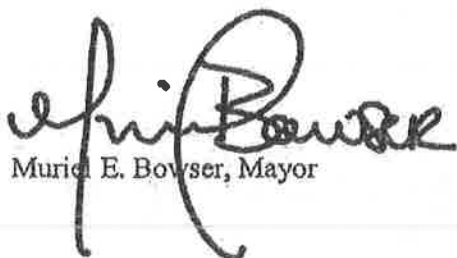
  
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Kevin Stokes, Chief of Staff  
Office of Labor Relations & Collective  
Bargaining

  
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Marie-Claire Brown  
AFGE Local 1403

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

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 16<sup>th</sup> day of *January* <sup>2018</sup> ~~2017~~.

  
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	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
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	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
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	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
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