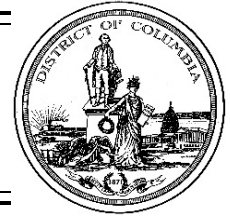

OFFICE OF AT-LARGE COUNCILMEMBER ANITA BONDS
CHAIR, COMMITTEE ON HOUSING & NEIGHBORHOOD
REVITALIZATION



February 5, 2019

Michael Spencer, Chairman
District of Columbia Rental Housing Commission
441 4th Street, NW Suite 1140B North
Washington, DC 20001

Dear Chairman Spencer:

The annual performance hearing for the District of Columbia Rental Housing Commission is scheduled for **February 7, 2019, beginning at 10:00 AM in Room 123**. The government witness(es) for the agency will testify following public testimony. Please plan to arrive in time to listen to the entirety of the public testimony presented with respect to the agency.

Written pre-hearing questions for your agency are attached. So that I may make effective use of your responses, please provide **six hard copies** of your responses as well as an electronic version in Microsoft Word format **on or by the close of business on January 31, 2019**.

If you feel that I could use additional information outside the scope of the attached questions, please feel free to include an additional written statement. If your office requires clarification of any of the attached questions, please contact the Committee's Legislative Director, Barry Weise, at (202) 724-8171 or bweise@dccouncil.us. Thank you in advance for your timely and comprehensive response.

Sincerely,

Anita Bonds
At-Large Councilmember
Chairperson, Committee on Housing and Neighborhood Revitalization

General Questions and Responses

1. Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel and note the date that the information was collected on the chart.

See Attachment 1 for a current organizational chart for the Commission, including the number of vacant and filled positions. The information was collected in January 2019.

- a. Please provide an explanation of the roles and responsibilities of each division and subdivision.

Non-applicable.

- b. Please provide a narrative explanation of any changes to the organizational chart made during the previous year.

Non-applicable.

2. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the employee's title/position, salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please separate salary and fringe and indicate whether the position must be filled to comply with federal or local law.

See Attachment 2.

3. 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.

None.

4. Please provide the Committee with:

- a. A list of all employees who received or retained cellphones, personal digital assistants, or similar communications devices at agency expense in FY18 and FY19, to date;

Two (2) members of the Commission and the Clerk of Court received a government-issued cellphone. The newest member of the Commission expects to receive a government-issued cellphone soon.

- b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned, as well as a description of all vehicle accidents involving the agency's vehicles in FY18 and FY19, to date;

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

- c. A list of travel expenses, arranged by employee for FY18 and FY19, to date, including the justification for travel; and

The Commission did not incur any travel expenses. DHCD, however, incurred the following travel expenses for:

Commissioner Lisa M. Gregory in FY18, so she could participate in the National Association of Women Judges 40th Annual Conference in San Antonio, Texas. The course was from 10/3 – 7/2018. Travel expenses (registration, travel costs, hotel) totaled \$2,168.00.

Chairman Michael Spencer in FY18, so he could participate in the National Judicial College’s extensive administrative law training in Reno, Nevada. The course was from 8/13 – 23/ 2018. Travel expenses (registration, travel costs, hotel) totaled \$4,726.17.

Former Commissioner Diana Harris Epps in FY18, so she could participate in the D.C. Bar’s course in Administrative Law in Washington, D.C. The course was on 2/5/2018. The registration fee was \$99.00.

- d. A list of the total workers’ compensation payments paid in FY18 and FY19, to date, including the number of employees who received workers’ compensation payments, in what amounts, and for what reasons.

There were no overtime or workman’s compensation payments paid in FY 18 and FY 19 to date.

- 5. For FY18 and FY19, to date, what was the total cost for mobile communications and devices, including equipment and service plans?

FY18 - \$10,372.80

FY19 - \$3,457.60

There is no additional cost for devices under our current service plan.

- 6. For FY18 and FY19, to date, please list all intra-District transfers to or from the agency.

All intra-district transfers for fixed costs were charged to the DHCD administrative program. There have been no intra-District agreements related to the Commission.

- 7. For FY18 and FY19, 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 code;

- b. The source of funding;
- c. A description of the program that generates the funds;
- d. The amount of funds generated by each source or program;
- e. Expenditures of funds, including the purpose of each expenditure; and
- f. The current fund balance.

The Commission is not funded by any special purpose revenue funds.

8. For FY18 and FY19, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

FY 18 Pcard Expenditures

	Vendor	Authorized User	Purpose
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
7.	Standard Office Supplies	LaTonya Miles	Office Supplies
8.	Standard Office Supplies	LaTonya Miles	Desk Bar for New Commissioner & Chairman
9	Standard Office Supplies	LaTonya Miles	Office Supplies
10	Deaf Access Solutions Inc.	LaTonya Miles	Sign-language Service for law student who is deaf
11	Deaf Access Solutions Inc.	LaTonya Miles	Sign-language Service for law student who is deaf

FY 19 Pcard Expenditures

	Vendor	Authorized User	Purpose
1	Deaf Access Solutions Inc	LaTonya Miles	Sign-language Service for law student who is deaf

2	Standard Office Supply Co	LaTonya Miles	Calendars and Office Supplies
3	Standard Office Supply Co	LaTonya Miles	Copier Paper

9. Please list all memoranda of understanding (“MOU”) entered into by your agency during FY18 and FY19, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

The Commission is not a party to any MOUs.

10. Please list the ways, other than MOU, in which the agency collaborated with analogous agencies in other jurisdictions, with federal agencies, or with non-governmental organizations in FY18 and FY19, to date.

The Commission has not collaborated with analogous agencies in other jurisdictions, with federal agencies, or with non-governmental organizations in FY 18 or FY19, to date.

11. 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 FY17, FY18, and the first quarter of FY19.

- 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).

See Attachment 3.

- b. Include any over- or under-spending. Explain any variances between fiscal year appropriations and actual expenditures for FY18 and FY19 for each program and activity code.

See Attachment 3.

- c. Attach the cost allocation plans for FY18 and FY19.

Non-applicable.

- d. In FY18 or FY19, 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.

Non-applicable.

12. Please provide as an attachment a chart showing the agency’s federal funding by program for FY18 and FY19, to date.

The Commission is not supported by any federal funds.

13. With respect to capital projects, please provide:

- a. A list of all capital projects in the financial plan.
- b. For FY16, FY18, and FY19, an update on all capital projects under the agency’s purview, including a status report on each project, the timeframe for project completion, the amount budgeted, actual dollars spent, and any remaining balances, to date.
- c. An update on all capital projects planned for FY19, FY20, FY21, FY22, and FY23.
- d. A description of whether the capital projects begun, in progress, or concluded in FY16, FY18, or FY19, to date, had an impact on the operating budget of the agency. If so, please provide an accounting of such impact.

The Commission does not have any capital projects.

14. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY18 and FY19, to date. For each, include a description of the need and the amount of funding requested.

The Rental Housing Commission has not requested any budget enhancements for FY18 or FY19. In looking at the independence of the commission, we have identified funds that are budgeted centrally in DHCD, a portion of which will need to be allocated upon separation to support ongoing operations.

15. Please list, in chronological order, each reprogramming in FY18 and FY19, to date, that impacted the agency, including those that moved funds into the agency, out of the agency, and within the agency. Include the revised, final budget for your agency after the reprogrammings for FY18 and FY19, to date. For each reprogramming, list the date, amount, rationale, and reprogramming number.

The Rental Housing Commission has had no reprogrammings in FY19 YTD. For FY18 reprogrammings, see chart below.

Reprogramming Number	Date	Amount	Revised Budget	Type of Reprogramming	Rationale
APDMK425	9/30/18	\$896.23	\$896.23	Intra-District, Within DHCD	Reprogramming to cover small object class level deficits throughout the agency.
BJDB0178	9/30/18	- \$95,343.75	\$944,283.94	Local Funds, Within DHCD	Reprogramming to cover small object class level deficits throughout the agency.

16. Please list each grant or sub-grant received by your agency in FY18 and FY19, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.
- a. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?

The Commission did not receive any grants or subgrants in FY18 or FY 19 to date.

17. Please list each contract, procurement, and lease, entered into, extended, and option years exercised by your agency during FY18 and FY19, to date. For each contract, please provide the following information, where applicable:
- a. The name of the contracting party;
 - b. The nature of the contract, including the end product or service;
 - c. The dollar amount of the contract, including amount budgeted and amount actually spent;
 - d. The term of the contract;
 - e. Whether the contract was competitively bid;
 - f. The name of the agency's contract monitor and the results of any monitoring activity; and
 - g. The funding source.

Most of the procurement activity undertaken by the Rental Housing Commission is done using the purchase card. The Commission procured sign-language services from Deaf Access Solutions to ensure a law intern who is deaf could fully participate in the Commission's internship program. In FY 18, the Commission spent \$1,388.30 on its purchase card until purchase order was in established. In FY19 to date, the Commission spent \$919.44 on its purchase card for these services.

In FY 18, the Commission also procured Armstrong Signage to create and install signage for the Commission's main entrance and hearing room doors. The Commission spent \$1,377.50 on its purchase card for these services.

In addition, the RHC uses a portion of the contracts/agreements detailed in the chart (Attachment 4).

18. Please list all pending lawsuits that name the agency as a party. 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.

Shari Acosta v. District of Columbia Government and Michael Spencer, 2018 CA 005008, filed 7/13/2018 (complaint for employment discrimination).

19. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY18 or FY19, 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.).

Neither the Commission nor the District entered into any settlement agreements on the Commission's behalf in FY 18 or FY 19 to date.

20. Please list the administrative complaints or grievances that the agency received in FY18 and FY19, 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 FY18 or FY19, to date, describe the resolution.

In FY18 (November 28, 2017), the chairperson was notified by an EEO counselor that a staff person ("Staff Person A") alleged that the chairperson violated EEO laws for discriminating against her based on her health issues, her family's health issues, and her family responsibilities. The EEO counselor facilitated the informal aspect of the EEO process. On December 19, 2017, the EEO counselor issued an exit letter stating she did not substantiate any of the allegations. On January 26, 2018, the EEO counselor issued an amended exit letter stating that she did not substantiate any of the allegations.

In FY18 (February 8, 2018), the chairperson received a Step 1 Grievance from Staff Person A in accordance with the Collective Bargaining Agreement (CBA) between the District of Columbia Department of Housing and Community Development (DHCD) and Local 2725 of [AFGE] (the Union) at Article 9§C(2)(A) and Article 9§D(a)." The grievance alleged the chairperson violated the employee's rights under the CBA. The grievance was denied on procedural grounds.

In FY18 (March 5, 2018 and March 14, 2018), the Commission received two complaints – one was directly from Staff Person A, and one was indirectly from Staff Person A. An investigation was conducted both times, and involved staff persons and witnesses, if any, provided written and oral statements as to what allegedly occurred. Those statements were used to develop an investigative report, so the chairperson could appropriately resolve both complaints.

21. 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 FY18 and FY19, 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 2018 or FY 2019 to date.

22. Please list and describe any ongoing investigations, 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 FY18 and FY19, to date.

There are no ongoing investigations, audits or reports on the Commission or any Commission employee.

In FY18 (March 5, 2018 and March 14, 2018), the Commission received two complaints – one was directly from Staff Person A, and one was indirectly from Staff Person A. An investigation was conducted both times, and involved staff persons and witnesses, if any, provided written and oral statements as to what allegedly occurred. Those statements were used to develop an investigative report, so the chairperson could appropriately resolve both complaints. Involved staff were counseled as appropriate.

23. Please describe any spending pressures the agency experienced in FY18 and any anticipated spending pressures for the remainder of FY19. Include a description of the pressure and the estimated amount. If the spending pressure was in FY18, describe how it was resolved, and if the spending pressure is in FY19, describe any proposed solutions.

The Commission has not had any spending pressures in FY18 or FY19 year-to-date.

24. Please provide a copy of the agency's FY18 performance plan. Please explain which performance plan objectives were completed in FY18 and whether they were completed on time and within budget. If they were not, please provide an explanation.

The Commission's performance measures are still embedded in the DHCD plan. The two measures related to the RHC are: 210 is the average number of days between Rental Housing Commission hearing a new case and final decision and 11 is the number of Rental Housing Commission appeals disposed of in FY18.

25. Please provide a copy of your agency's FY19 performance plan as submitted to the Office of the City Administrator.

Please see response to Question 24.

26. Please provide the number of FOIA requests for FY18 and FY19, 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 did not receive any FOIA requests for FY18 and FY19.

27. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or contracted for during FY18 and FY19, to date. Please state the status and purpose of each.

Please submit a hard copy to the Committee if the study, research paper, report, or analysis is complete.

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 1st 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 FY18, the Commission published the annual adjustment for 2018 on the Commission's webpage, which is currently a part of DHCD's website. On or prior to March 1, 2019, the Commission will publish the annual adjustment for 2019 on the Commission's webpage, which is currently a part of DHCD's website. The Commission's webpage can be found at <https://dhcd.dc.gov/service/rental-housing-commission>.

28. Provide a list of all publications, brochures and pamphlets prepared by or for the agency during FY18 and FY19 to date.

The Commission does not maintain a list of publications. The Commission generally publishes decisions, orders, and notices on the following sites:

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

29. Please separately list each employee whose salary was \$100,000 or more in FY18 and FY19, to date. Provide the name, position number, position title, program, activity, salary, and fringe. In addition, state the amount of any overtime or bonus pay received by each employee on the list.

Please see Attachment 2 (Schedule A).

There was no overtime paid during the stated period.

30. Please list in descending order the top 25 overtime earners in your agency in FY18 and FY19, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned.

No RHC employee has worked overtime in FY18 or FY19, to date.

31. For FY18 and FY19, to date, please provide a list of employee bonuses or special pay granted that identifies the employee receiving the bonus or special pay, the amount received, and the reason for the bonus or special pay.

DHCD currently provides the Commission with administrative support, primarily by assigning several of its FTEs to work at the Commission, including one (1) attorney

advisor. The attorney advisor 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, 2017.

32. 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 5, The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 2725, dated December 13, 1998.

See Attachment 6, The Compensation Collective Bargaining Agreement covering Compensation Units 1 and 2.

See Attachment 7, The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 1403, dated October 30, 2017.

See Attachment 8, The Compensation Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees (AFGE), Local 1403, dated October 30, 2017.

33. If there are any boards or commissions associated with your agency, please provide a chart listing the names, confirmation dates, terms, wards of residence, and attendance of each member. Include any vacancies. Please also attach agendas and minutes of each board or commission meeting in FY18 or FY19, to date, if minutes were prepared. Please inform the Committee if the board or commission did not convene during any month.

There are no boards or commissions associated with the Commission.

34. 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 not subject to any reporting requirements.

35. 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 several areas. 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.

In FY 18, Chairman Michael Spencer attended the National Judicial College's intensive administrative hearings course. Similarly, in FY18, Commissioner Lisa M. Gregory attended the National Association of Women Judges 40th Annual Conference and former Commissioner Diana Harris Epps attended a course at the D.C. Bar on administrative law.

In FY19, the Commission will strive to ensure that every staff member and Commissioner attend at least one training session to enhance their work-related skills.

36. 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 FY18 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).

Agency-specific Questions

37. Please provide a list of the Commission's accomplishments for FY18 and FY19 to date.

The following list denotes the Commission's accomplishments for FY18 and FY19 to date:

Rulemaking – The Commission completed an internal review of the current regulations and created a rough draft of regulatory language that incorporates enacted legislation, caselaw and best practices.

Cultivated a Collegial Work Environment – Commissioners and staff made significant investments in cultivating a work environment that values respect, accountability, professionalism and collegiality.

38. 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 caseload?

Appeals awaiting Certified Record (from OAH):	5
Appeals without Scheduled Hearing Date:	18
Appeals Scheduled for Hearing:	6
<u>Appeals Pending Decision:</u>	<u>6</u>
Total:	35

b. How many cases were opened by the Rental Housing Commission (RHC) in FY18 and FY19, 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 18</u>	<u>FY 19</u>
Number of Appeals Filed:	25	7
Number of Appeals Heard:	12	4
Cases Settled:	1	0
Non-Dispositive/Procedural Orders	40	3
Cases Decided/Dismissed:	11	3

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

Claims of Housing Code violations, rent concessions, improper registration of housing accommodations, and retaliation against tenants continue to be common issues raised in notices of appeal. 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>FY18</u>	<u>FY19</u>
Affirmed:	2	0
Reversed:	2	1
Affirmed/Reversed in part:	3	1
<u>Dismissed by Procedural Orders: 3</u>	<u>1</u>	<u>1</u>
Total	10	3

All dispositive orders during FY18 and FY19 to date have been on appeals from OAH.

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

In January of 2018, the Commission issued a decision on rent concessions, reversing what appears to have been a frequent holding by OAH, and has since applied its determination in one other case. The Commission also remanded several cases on the issue of retaliation, which, by law, has a strong presumption in favor of tenants and requires thorough fact-finding and analysis to rebut.

39. 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 FY18 and FY19 are as follows:

	FY18	FY19
Tenant Petition (TP):	7	2
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

40. Among the decisions issued, how many RHC decisions were appealed to the D.C. Court of Appeals? Over the past five years, how many decisions of the RHC were affirmed or overturned? Were there any trends in the subject matter of decisions that were affirmed or overturned?

Two new appeals were filed with the D.C. Court of Appeals (“DCCA”) in FY18 based on decisions or orders issued by the Commission, and two new appeals have been filed to date in FY19.

The following tables outline the cases from which appeals were taken in FY18 and FY19:

DCCA Appeals Filed FY18:

	Case Name	Case Number(s)	RHC Decision Date	Major Issues in RHC Decision
1	Harris v. Zewdou	TP 30,724	11/07/17	Effect of prior litigation
2	Fineman v. Smith Prop. Holdings Van Ness, LP	TP 30,842	01/18/18	Rent concessions *

* Appeal dismissed by DCCA as prematurely filed.

DCCA Appeals Filed FY19 to date:

	Case Name	Case Number(s)	RHC Decision Date	Major Issues in RHC Decision
1	Bibi v. Wisc. Ave. & O St., LLC	TP 30,627	07/13/18	Failure to appear
2	Johnson v. Clifton Terrace, LP	TP 30,712	12/04/18	Failure to appear

Over the past five years, the DCCA has affirmed 12 decisions issued by the Commission and reversed or remanded (at least in part) 4 decisions. Three appeals (listed above) are currently pending. One additional appeal remains pending that was filed in FY16. The DCCA has dismissed appeals without deciding the merits of 11 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 issued after January 1, 2014:

DCCA Decisions on Appeals from Commission, 2014-Present

	Appellant's Name (v. RHC)	RHC Case Number(s)	DCCA Case Number(s)	Date	Published Opinion?	Result
1	Burkhardt	NV 09-001	15-AA-1243	12/20/18	2018 D.C. App. LEXIS 508	Affirmed
2	Burkhardt	CI 20,794	15-AA-1244	12/20/18	no	Vacated
3	Chaney	TP 28,366 & TP 28,577	15-AA-154	08/21/18	no	Affirmed
4	Harris	TP 30,724	17-AA-1377	07/03/18	no	Dismissed
5	Smith Prop. Holdings Van Ness, LP	TP 30,842	18-AA-364	06/05/18	no	Dismissed
6	Nelson	TP 28,519	16-AA-369	05/25/18	184 A.3d 864	Affirmed
7	Burkhardt	TP 28,270	16-AA-528	04/09/18	no	Affirmed
8	Mahmoud	TP 29,302	15-AA-1257	05/19/17	no	Dismissed
9	Wilson	TP 28,907	15-AA-1169	05/18/17	159 A.3d 1211	Affirmed

10	Novak	TP 30,653	15-AA-1335	03/1/17	no	Dismissed/ voluntary remand
11	Holbrook Street, LLC	TP 30,571	16-AA-745	08/30/16	no	Dismissed
12	Holbrook Street, LLC	TP 30,571	16-AA-575	07/28/16	no	Dismissed
13	Chaney	TP 29,302	14-AA-805	04/29/16	no	Affirmed
14	Smith Property Holdings Five (DC)	TP 28,794	14-AA-773	01/27/16	no	Affirmed
15	Douglas	SF 20,098	15-AA-1171	12/16/15	no	Dismissed
16	Atchole	TP 29,891	14-AA-454	12/16/15	no	Affirmed
17	Salazar	TP 29,645	15-AA-781	12/04/15	no	Dismissed
18	Carmel Partners, Inc. d/b/a Quarry II; Levy	TP 28,830	14-AA-636 & 14-AA-623	11/19/15	126 A.3d 684	Affirmed
19	Tenants of 710 Jefferson Street, N.W.	SR 20,089	13-AA-199	08/20/15	123 A.3d 170	Reversed
20	Carpenter	TP 29,840	13-AA-703	07/2/15	119 A.3d 683	Affirmed
21	Mahmoud	TP 28366	15-AA-275	06/12/15	no	Dismissed
22	Jackson	TP 28,898	13-AA-1194	04/30/15	no	Affirmed
23	Adeboye	TP 28,366	15-AA-269	04/21/15	no	Dismissed
24	United Dominion Mgmt. Co.	TP 28,749; TP 28,707; & TP 28,728	13-AA-960; 13-AA-959; & 13-AA-613	10/16/14	101 A.3d 426	Affirmed
25	Cowans	TP 29,750	12-AA-933	10/06/14	no	Affirmed
26	Marguerite L. Corsetti Trust	TP 28,207	12-AA-1656	09/30/14	no	Affirmed in part & reversed in part
27	Ahmed, Inc.	TP 28,799	12-AA-1792 & 13-AA-211	08/7/14	no	Affirmed & remanded in part
28	Brookens	TP 11,552	12-AA-289	03/28/14	no	Dismissed

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 FY18 was no different in that respect. However, the Commission was reversed on a procedural issue arising out of the transfer of the administrative hearing function from the Rent Administrator to OAH and the effect of temporary legislation in the transitional period thereafter (15-AA-1244).

41. What is the current average amount of days for the Commission to resolve a case?
- a. What were the average number of hours required to resolve each case in FY19 to date? How does this number compare to FY18? FY17?
 - b. What additional measures could the RHC to streamline its processing of cases?

The Commission endeavors to issue decisions within 45 days of holding its hearing on a case. In FY18, the Commission issued decisions on the merits in an average of 210 days. In FY19 to date, the Commission issued decisions on the merits in an average of 293 days; each of these cases was heard during FY17 and FY18.

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, the Commission is on-boarding its newest member, so she can write orders and decisions as soon as possible.

Second, the Commission is recruiting law students to intern beyond the typical summer program, thus giving the Commission additional year-round legal assistance.

Third, the Commission plans to fill its second Attorney-Advisor position before May 5, 2019.

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 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.

42. The Commission is tasked with issuing, amending, and rescinding regulations required to enforce the Rental Housing Act of 1985 (RHA). Please provide a status update on this process.
- a. What role has the Department of Housing and Community Development played in this process?

The Rent Administrator is a critical partner in the Commission's efforts to issue, amend, and repeal of regulations required to enforce the RHA. The Rent Administrator is authorized to draft rules and procedures for the administration of the Act for consideration by the Rental Housing Commission. The Rent Administrator's statutorily-defined role affords it critical insight into how the Act and regulations play out in the day-to-day lives of tenants and housing providers.

To that end, the Commission has invited the Rent Administrator to share its ideas for improving the regulations prior to publication.

- b. 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 FY19?

The Commission plans to incorporate recently effective amendments into the draft rulemaking prior to publication. Moving forward, the Commission will aspire to update the regulations on a rolling basis.

- c. 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?

Stakeholders will play an important role in the formation of the regulations, particularly through the notice and comment process. The Commission will review and consider each comment we receive from the public, including stakeholders.

- d. What is the schedule for the publishing of the draft regulations?

The Commission aspires to transmit a draft proposed rulemaking to the Office of Attorney General for legal sufficiency no later than April 1, 2019. The Commission will endeavor to publish the draft regulations within 30 days of satisfying OAG’s legal sufficiency requirements.

- e. 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))?

Pursuant to the clarification legislation, the Commission will have sole authority to issue, amend and rescind regulations.

43. What effect, if any, has the Council’s passage of A22-0492, the Rental Housing Commission Independence Clarification Amendment Act of 2018, had on the work of the RHC?

The Commission is committed to fulfilling its obligations under the Rental Housing Commission Independence Clarification Amendment Act of 2018 (“Clarification Act”). Based on its recent review of D.C. Council’s Legislation Information Management System (LIMS), the Commission understands D.C. Council anticipates that the Clarification Act will take effect on March 5, 2019, depending on the Congressional calendar. The Commission will implement the Clarification Act as soon as it is effective.

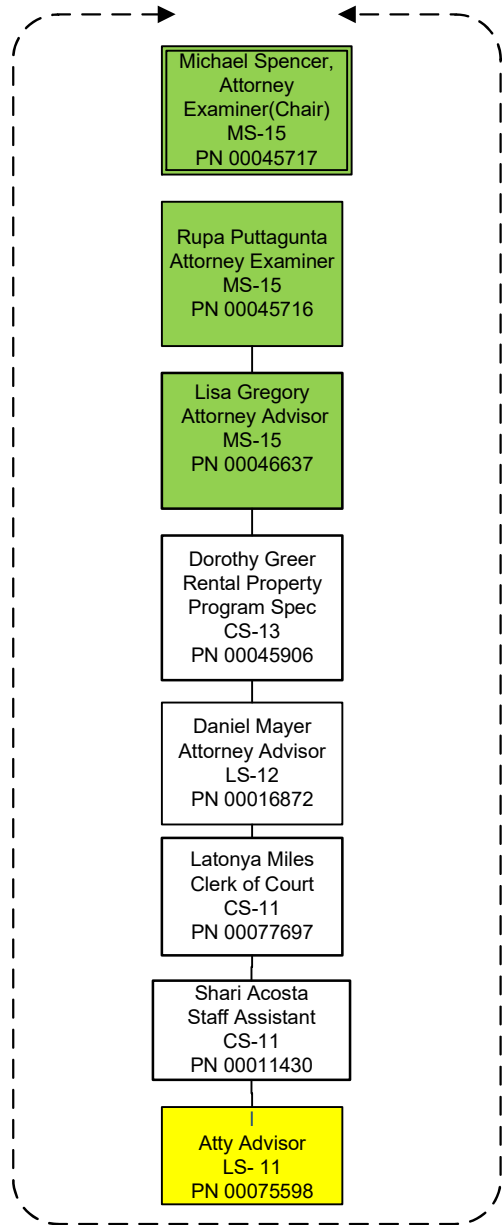
As you know, part of the Clarification Act is subject to inclusion in an approved budget and financial plan. Although the chairperson will immediately become the personnel authority for the Commission staff on the act’s effective date, DHCD will continue to provide administrative support until the FY20 budget separately funds the Commission.

Between now and then, the Commission and DHCD will continue to work together to ensure a smooth transition of records, IT equipment, and support agreements with other agencies such as DCHR, OCTO, and OCFO.

44. What steps has the RHC taken to educate new Commissioners who have relatively less experience in the RHA in the intricacies and complexities of the legal interpretation of the RHA?

The Commission dedicates adequate resources to educating new Commissions on the RHA including, but not limited to, one-on-one time with team members, copies of pertinent decisions, research and analysis assistance, and copies of relevant training materials. The Commission also aspires to send Commissioners to the Judicial College's intensive training for new administrative judges where participants discuss conducting fair administrative hearings, managing caseloads, and meeting the needs of pro se litigants.

Rental Housing Commission



Yellow- Vacant
Green- Term

Funding Report (as of January 30, 2019)

Posn Stat	Posn Nbr	Title	Name	EmpId	Hire Date	Vac Stat	Grade	Step	Salary	FTE % Dist	Add to FTE Cnt	Job	Pay	Barg	Union	Budgeted Position	Appr Year	Combo Code	Agency	Index	PCA	Proj Nbr	rrrr	Grant Nbr	Phase	Fund Code	Prgm Code	Act/NV	DeptId	Department	Location C	Location N	Location	to Name	Position	NTE Or	F/P Time	Reg/Term	WAE	Sal Plan	Head Count	FTE	Dist %	Wig Due Date	Ext/Lat Date	Hourly Rate		
17	A	00045713	Chairperson, Spencer M	00045901	2/2/2009	F	7	0	\$ 155,804.42	1	Y	556950	LN	CHA	MAA	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	11/26/2017	F	Reg	N	050077	1	1	100		6/30/2018	11/13/2018	\$ 24.51		
127	A	00045906	Recital Pro, Greer Dove	00077311	11/19/2007	F	13	9	\$ 115,717.00	1	Y	551262	DS	CL	BB	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	11/26/2017	F	Reg	N	050077	1	1	100		11/25/2018	11/13/2018	\$ 55.63		
128	A	00046817	Rental Hq, Gregory AJ	00037838	1/22/2008	F	15	0	\$ 142,298.52	1	Y	554319	DS	CHA	MAA	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	7/23/2018	F	Term	N	050087	1	1	100				\$ 68.41		
129	A	00016872	Attorney at Law, David	00071466	3/10/2014	F	17	5	\$ 93,744.00	1	Y	553897	LA	C33	BOA	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	7/23/2018	F	Reg	N	040001	1	1	100		3/29/2020	4/1/2018	\$ 45.07		
130	A	00077697	Clerk of Ct, Miles, Lato	00017412	12/23/1985	F	11	7	\$ 77,059.00	1	Y	554697	DS	CL	BB	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	11/26/2017	F	Reg	N	050078	1	1	100		3/15/2020	3/18/2018	\$ 37.05		
131	A	00075598	Attorney Advisor	00107041		V	11	2	\$ 71,306.00	1	N	553215	LA	C33	BOA	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	7/23/2018	F	Reg	N	LA0002	1	1	100				\$ 34.28		
132	A	00045714	Recital Hq, Pennington	00107041	1/7/2019	V	15	0	\$ 142,298.00	1	Y	554319	DS	CHA	MAA	Y	19	112861	DRB	AGENF	09111				0100	9110	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00045713	Spencer M	11/26/2017	F	Reg	N	050087	1	1	100				\$ 61.91		
166	A	00011430	STAFF ASST, Acosta, Sh	00011134	7/16/2001	F	11	10	\$ 83,287.00	0.149	Y	9640	DS	CL	BB	Y	19	112813	DRB	BCDBG	02011				CDBSEG	18	8201	2010	0100	B82000000	Housing R#	LOCDC002	1800	MLK	00020889	Wilson, Eric	7/23/2018	F	Reg	N	050077	1	1	14.92		1/25/2015		\$ 40.04

Rental Housing Commission - Oversight Hearing
 February 7, 2019
 Q 11 a & b - RHC Budget vs. Expenditures, FY17-FY19

FY 2017

Program Code 3	Agy Fund	GAAP Category	Comp Source Group	Original Budget	Revised Budget	Total		Comments
						Expenditures	Year End Balance	
9110 - Rental Housing Commission	0100 - Local	Personal Services	0011 - Continuing Full Time	551,944	551,944	409,850	142,094	Surplus offset by Term/Part Time
			0012 - Term/Part Time	122,694	122,694	271,612	(148,919)	Budget based on original position category (FT v PT); overall PS Surplus
			0013 - Other Gross Pay	175,633	175,633	-	175,633	Centralized budget for Other Gross Pay; no expenditures in RHC
			0014 - Fringe Benefits	151,119	151,119	128,929	22,190	
			0015 - Overtime			503	(503)	No overtime budget; overall PS Surplus
		PS Subtotal		1,001,390	1,001,390	810,895	190,496	
		Non-Personal Services	0020 - Supplies	10,518	10,518	6,767	3,751	
			0040 - Other Services	3,060	3,060	-	3,060	
			0041 - Contractual Services	15,000	15,000	260	14,740	
			0070 - Equipment	8,160	8,160	-	8,160	
		NPS Subtotal		36,738	36,738	7,027	29,711	
		Local Subtotal		1,038,129	1,038,129	817,922	220,207	
		9110 Total		1,038,129	1,038,129	817,922	220,207	
Grand Total		1,038,129	1,038,129	817,922	220,207			

FY 2018

Program Code 3	Agy Fund	GAAP Category	Comp Source Group	Original Budget	Revised Budget	Total		Comments
						Expenditures	Year End Balance	
9110 - Rental Housing Commission	0100 - Local	Personal Services	0011 - Continuing Full Time	410,158	485,737	475,997	9,740	Surplus offset by Term/Part Time
			0012 - Term/Part Time	267,164	293,510	299,804	(6,294)	Deficit offset by Full Time
			0013 - Other Gross Pay	175,633	8,585	8,585	-	
			0014 - Fringe Benefits	145,744	156,452	161,831	(5,378)	Reprogramming did not fully estimate the impact of Year End accrual
			0015 - Overtime			-	-	
		PS Subtotal		998,699	944,284	946,217	(1,933)	PS deficit in RHC; Overall local surplus in DHCD
		Non-Personal Services	0020 - Supplies	10,518	-	1,955	(1,955)	
			0040 - Other Services	3,060	-	2,544	(2,544)	
			0041 - Contractual Services	15,000	-	1,388	(1,388)	Deficit related to Year End journal entries for purchase card expenditures; final reprogramming to correct was initiated but could not be processed by the
			0070 - Equipment	12,350	-	-	-	reprogramming to correct was initiated but could not be processed by the
		NPS Subtotal		40,928	-	5,886	(5,886)	deadline.
		Local Subtotal		1,039,628	944,284	952,103	(7,819)	NPS deficit in RHC; Overall local surplus in DHCD
		0700 - Intra-District	Non-Personal Services	0020 - Supplies		401	401	
0040 - Other Services		496		496				
Intra-District Subtotal		-	896	896	-			
9110 Total		1,039,628	945,180	952,999	(7,819)			
Grand Total		1,039,628	945,180	952,999	(7,819)			

FY 2019 - 1st Quarter

Program Code 3	Agy Fund	GAAP Category	Comp Source Group	Original Budget	Revised Budget	Total		Comments
						Expenditures	Year End Balance	
9110 - Rental Housing Commission	0100 - Local	Personal Services	0011 - Continuing Full Time	427,298	427,298	108,277	319,022	
			0012 - Term/Part Time	276,308	276,308	42,661	233,647	
			0013 - Other Gross Pay	175,633	175,633	-	175,633	
			0014 - Fringe Benefits	151,979	151,979	27,318	124,661	
			0015 - Overtime			-	-	
		PS Subtotal		1,031,219	1,031,219	178,255	852,963	
		Non-Personal Services	0020 - Supplies	8,392	8,392	8,392	(0)	
			0040 - Other Services	2,441	2,441	2,441	0	
			0041 - Contractual Services	11,967	11,967	-	11,967	
			0070 - Equipment	9,853	9,853	9,853	(0)	
		NPS Subtotal		32,653	32,653	20,686	11,967	
		Local Subtotal		1,063,871	1,063,871	198,941	864,930	
		9110 Total		1,063,871	1,063,871	198,941	864,930	
Grand Total		1,063,871	1,063,871	198,941	864,930			

CONTRACT NO.	CONTRACTOR	DESCRIPTION
CW35004	Midtown Personnel, Inc.	Temporary Support Personnel Services (partial OY3)
GS-03F-13F-137DA	Xerox Corporation	Copier Lease
	Lexis Nexis Risk Solutions	Online Legal Research

CONTRACT NO.	CONTRACTOR	DESCRIPTION
CW35004	Midtown Personnel, Inc.	Temporary Support Personnel Services (partial OY3)
GS-03F-13F-137DA	Xerox Corporation	Copier Lease
	Lexis Nexis Risk Solutions	Online Legal Research

Competitively Bid (Y/N)	Funding Source	FY18 Budgeted Amount
Yes	Allocated (multiple)	\$421,867.00
No, GSA Task Order	Allocated (multiple)	\$95,000.00
No, Exempt from competition	Intra-District	\$33,000.00

Competitively Bid (Y/N)	Funding Source	FY19 Budgeted Amount
Yes	Allocated (multiple)	\$409,931.00
No, GSA Task Order	Allocated (multiple)	\$100,000.00
No, Exempt from competition	Local	\$42,336.00

FY18 Expended	Award Amount	DATE OF AWARD	EXPIRATION DATE	Remaining OPTIONS	OY1
\$418,038.87	\$887,931.20	02/19/15	02/18/20	1	expired
\$87,348.63	\$90,276.00	10/01/17	09/30/18		
\$31,584.00	\$31,920.00	07/01/17	06/30/18		

FY19 Expended	Award Amount	DATE OF AWARD	EXPIRATION DATE	Remaining OPTIONS	OY1
\$56,346.08	\$348,931.20	02/19/15	02/18/20	1	expired
\$0.00	\$91,297.92	10/01/18	09/30/19		
\$0.00	\$32,928.00	07/01/18	06/30/19		

OY2	OY3	OY4
expired	\$648,931.00	\$887,931.00

OY2	OY3	OY4
expired	\$648,931.00	\$887,931.00

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

Labor Management Agreement



Local 272
Effective through September 30, 199



★★★
OFFICIAL
VERSION

Government of
District
Columbia

Marion Barry Jr.
Mayor

David S. Dennison
Director, DHCD

Roland Turpin

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	1
1	Recognition	1
2	Governing Laws and Regulations	2
3	Employee Rights	3
4	Management Rights and Responsibilities	4
5	Distribution of Agreement and Orientation of Employees	4
6	Non-Discrimination	5
7	Union Security and Union Dues Deductions	8
8	Union Representation	9
9	Grievance Procedure	11
10	Discipline	16
11	Labor-Management Cooperation	17
12	Employee Lists and Information	18
13	Facilities and Services	19
14	Bulletin Boards	20
15	Safety, Health and Comfort	20
16	Environmental Differential	24
17	Reassignments	24
18	Uniforms	25
19	Tools	25
20	Temporary or Term Employees	26
21	Hours of Work/Overtime Administration	26
22	Use of Private Vehicles	27
23	Consulation and Counseling	28
24	Training, Career Development, and Upward Mobility	29
25	Performance Evaluations	31
26	Personnel Files	32
27	Details and Temporary Promotions	32
28	Position Management and Classification	33
29	Merit Staffing	34
30	Contracting Out	35
31	General Provisions	36
32	Reduction-In-Force	36
33	Reorganization/Realignment	37
34	Leave Administration	37
35	No Strike or Lockout	39
36	Saving Clause	40
37	Duration and Finality of Agreement	40

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 1/2 North 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 substantively 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 involving 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

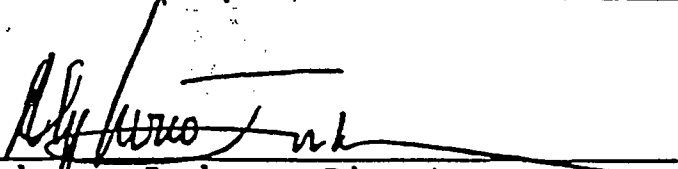
Karen-Ann Melby for MP


Michelle Peterson
Labor Relations Officer
D.C. Office of Labor Relations
and Collective Bargaining

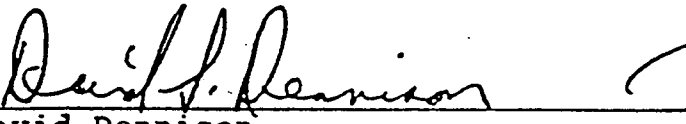
Date: 12-13-88

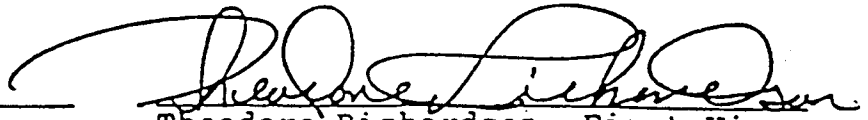
Date: 12-13-88

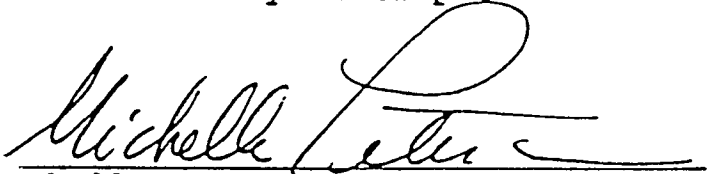
IN WITNESSES THEREOF, the parties have entered into this Agreement on this 13 day of December, 1988.



Alphonso Jackson, Director
Department of Public and Assisted
Housing

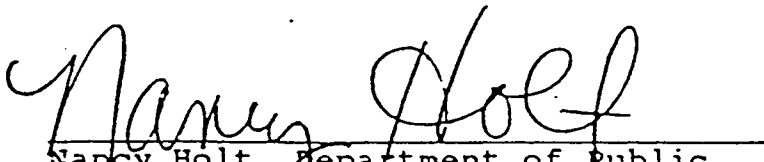

Louise Smothers, President
Local 2725, American Federation
of Government Employees, AFL-CIO

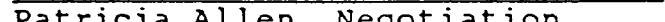

David Dennison
Director, Department of Housing
and Community Development



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

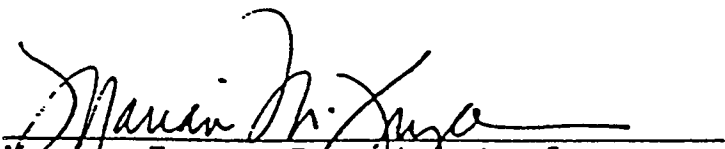

Vermont Vess, Asst. Chief
Steward, Local 2725, American
Federation of Government
Employees, AFL-CIO

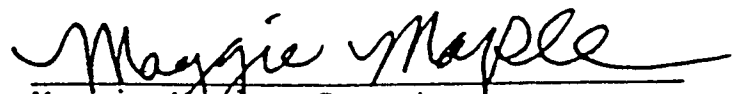

Nancy Holt, Department of Public
and Assisted Housing


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

Alphonzo W. Johns

Alphonzo Johns, Department of
Housing and Community Development

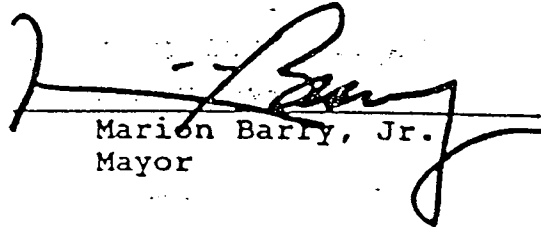
Terrie Bjorklund
Terrie Bjorklund, Attorney to
Local 2725, American Federation
of Government Employees, AFL-CIO

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

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	4
1	Wages	4
2	Metro Pass	5
3	Pre-Paid Legal Plan	5
4	District of Columbia Employee Affordable Housing Taskforce	6
5	Benefits Committee	7
6	Benefits	8
7	Overtime	15
8	Incentive Programs	16
9	Call-Back/Call-In/On Call and Premium Pay	18
10	Mileage Allowance	19
11	Annual Leave/Compensatory Time Buy-Out	21
12	Back Pay	21
13	Duty Station Coverage	21
14	Grievances	21
15	Local Environment Pay	22
16	Newly Certified Bargaining Units	24
17	Term and Temporary Employees'	24
18	Savings Clause	25
19	Duration	26
	Classification and Compensation Collaborative Review (Jan, 30, 2001) MOU	Appendix A
	Compensation and Classification Reform Taskforce Initiative (August 26, 2003, MOU)	Appendix B
	Memorandum of Understanding between District of Columbia and Compensation Units 1 and 2 (February 1, 2006)	Appendix C
	On-Call Notification Template (July 26, 2010)	Appendix D

PREAMBLE

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

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

ARTICLE 1 WAGES

SECTION A: FISCAL YEAR 2013:

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

SECTION B: FISCAL YEAR 2014:

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

SECTION C: FISCAL YEAR 2015:

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

SECTION D: FISCAL YEAR 2016:

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

SECTION E: FISCAL YEAR 2017:

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

**ARTICLE 2
METRO PASS**

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

**ARTICLE 3
PRE-PAID LEGAL PLAN**

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

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

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

**ARTICLE 5
BENEFITS COMMITTEE**

SECTION A:

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

SECTION B: RESPONSIBILITIES:

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

SECTION C:

The Committee shall:

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

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

ARTICLE 6 BENEFITS

SECTION A: LIFE INSURANCE:

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

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

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

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

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

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

SECTION B: HEALTH INSURANCE:

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

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

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

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

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

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

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

SECTION C: OPTICAL AND DENTAL:

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

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

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

SECTION E: ANNUAL LEAVE:

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

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

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

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

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

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

SECTION F: SICK LEAVE:

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

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

SECTION G: OTHER FORMS OF LEAVE:

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

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

3. **Funeral Leave:**

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

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

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

SECTION H: PRE-TAX BENEFITS:

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

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

SECTION I: RETIREMENT:

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

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

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

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

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

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

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

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

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

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

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

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

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

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

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

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

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

deferred compensation component and a defined benefit component.

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

4. TIAA-CREF PLAN:

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

SECTION J: HOLIDAYS:

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

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

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

ARTICLE 7 OVERTIME

SECTION A: Overtime Work:

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

SECTION B: Compressed, Alternate and Flexible Schedules:

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

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

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

**ARTICLE 8
INCENTIVE PROGRAMS**

PART I - SICK LEAVE INCENTIVE PROGRAM:

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

SECTION A:

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

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:

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

ARTICLE 9

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

SECTION A: CALL-BACK

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

SECTION B: CALL-IN

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

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

SECTION C: ON-CALL

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

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

SECTION D: HOLIDAY PAY

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

SECTION E: NIGHT DIFFERENTIAL

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

SECTION F: PAY FOR SUNDAY WORK

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

SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES

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

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

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

**ARTICLE 10
MILEAGE ALLOWANCE**

SECTION A:

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

SECTION B:

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

SECTION C:

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

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

SECTION D:

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

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

SECTION E:

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

ARTICLE 11
ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

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

SECTION B:

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

ARTICLE 12
BACK PAY

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

ARTICLE 13
DUTY STATION COVERAGE

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

ARTICLE 14 GRIEVANCES

SECTION A:

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

SECTION B:

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

ARTICLE 15 LOCAL ENVIRONMENT PAY

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

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

- High Work

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

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

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

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

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

SECTION F:

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

**ARTICLE 16
NEWLY CERTIFIED BARGAINING UNITS**

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

**ARTICLE 17
TERM AND TEMPORARY EMPLOYEES**

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

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

SECTION G:

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

ARTICLE 18
SAVINGS CLAUSE

SECTION A:

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

SECTION B:

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


ARTICLE 19
DURATION

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

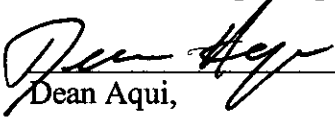
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

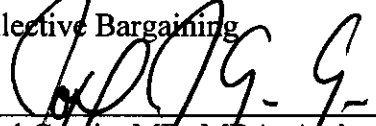
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



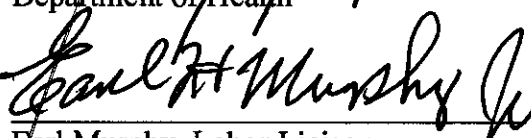
Natasha Campbell, Director
Office of Labor Relations and
Collective Bargaining




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



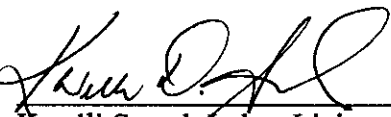
Joxel Garcia, MD, MBA, Acting Director
Department of Health



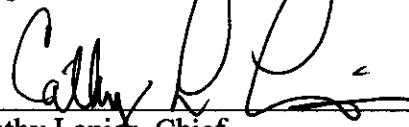
Earl Murphy, Labor Liaison
Department of Health



William Howland, Director
Department of Public Works




Kwelli Sneed, Labor Liaison
Department of Public Works




Cathy Lanier, Chief
Metropolitan Police Department

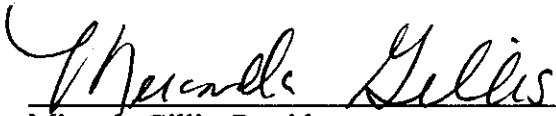
FOR THE UNIONS



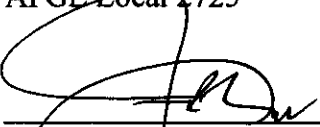
Geo T. Johnson, Chief Negotiator
Compensation Units 1 and 2



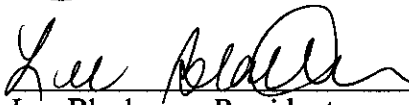
James Ivey, President
AFSCME Local 2091




Miranda Gillis, President
AFGE Local 2725




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



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



Ben Butler, President
AFGE Local 2741




Cynthia Perry, Staff Representative
1199 NUCHHE


Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

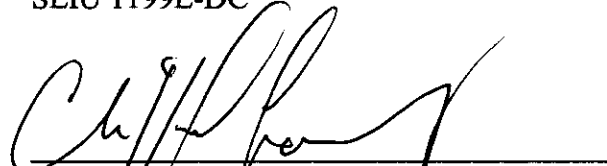
Mark Viehmeyer, Labor Liaison
Metropolitan Police Department



Lisa Wallace, Vice President
SEIU 1199E-DC




Kenneth Ellerbe, Chief
DC Fire and Emergency Medical Services



Clifford Lowrey, President
AFGE Local 1975


Brian Lee
DC Fire and Emergency Medical Services

Sabrina Brown, President
AFSCME Local 2401




Jesús Aguirre, Director
Department of Parks and Recreation

Reginald Walker, President
AFSCME Local 1200



Jamarj Johnson, Labor Liaison
Department of Park and Recreation



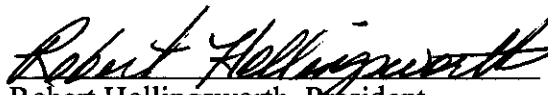
Cliff Dedrick, President
AFSCME Local 2743



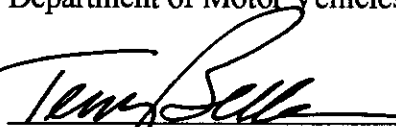
Lucinda Babers, Director
Department of Motor Vehicles

Kenneth Lyons, President
AFGE Local 3721

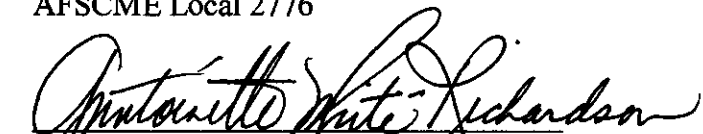
Odessa Nance, Labor Liaison
Department of Motor Vehicles



Robert Hollingsworth, President
AFSCME Local 2776



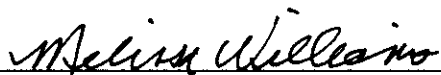
Terry Bellamy, Director
Department of Transportation




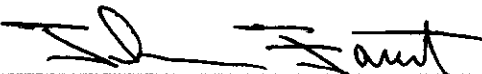
Antoinette White-Richardson, President
AFSCME Local 1808


Compensation Units One and Two Collective Bargaining Agreement


Signed: July, 2013

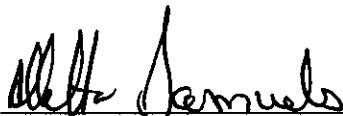

Melissa Williams, Labor Liaison
Department of Transportation



Robert Mayfield, President
AFGE Local 2978



Thomas Faust, Director
Department of Corrections



Timothy Traylor, President
AFGE Local 383

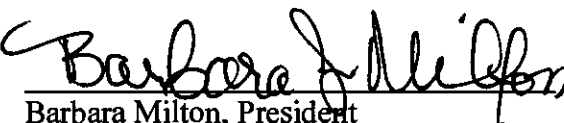

Paulette Johnson-Hutchings,
Labor Liaison
Department of Corrections



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

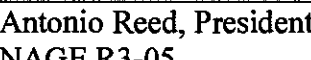

Marie Lydie Merre-Louis
Chief Medical Examiner
Office of the Chief Medical Examiner



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

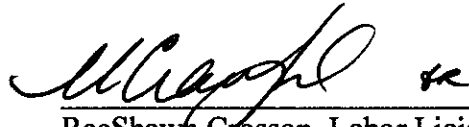
Amy Mauro, Labor Liaison
Office of Risk Management

Sheila Bailey-Wilson, President
AFSCME Local 709

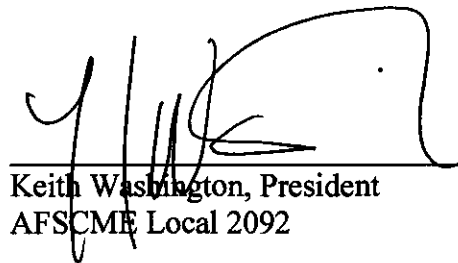


Emily Duso, Interim State
Superintendent of Education
Office of the State Superintendent
Of Education

Johnnie Walker, Representative
AFGE Local 3444




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




Keith Washington, President
AFSCME Local 2092

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


Mary Horne, President
AFSCME Local 2095



Paul Lundquist, Labor Liaison
Office of the Chief Financial Officer



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



Wayne M. Turnage, Director
Department of Health Care Finance

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012

Portia Shorter, Labor Liaison
Department of Health Care Finance

David M. Berns

David Berns, Director
Department of Human Services

Jaki Buckley
Jaki Buckley, Labor Liaison
Department of Human Services

Ginnie Cooper, Executive Director
DC Public Libraries

Barbara L. Kirven

Barbara Kirven, Labor Liaison
DC Public Libraries

Jennifer Green
Jennifer Green, Director
Office of Unified Communications

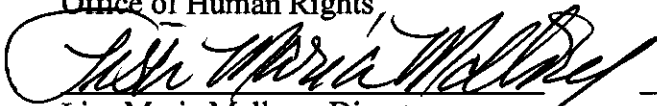
Amita Bonner-Evans
Amita Bonner-Evans, Labor Liaison
Office of Unified Communications

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

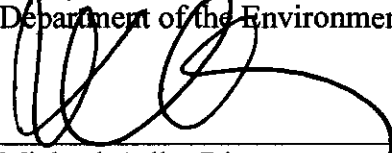
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012

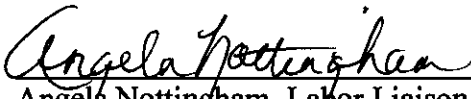
Keith Anderson, Director
Department of the Environment



Denise Rivera-Portis, Labor Liaison
Department of the Environment



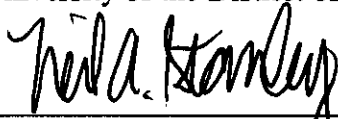
Michael Kelly, Director
Department of Housing and
Community Development



Angela Nottingham, Labor Liaison
Department of Housing and
Community Development

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

_____, Labor Liaison
University of the District of Columbia



Neil Stanley, Director
Department of Youth Rehabilitation
Services

Tania Mortensen, Labor Liaison
Department of Youth Rehabilitation
Services



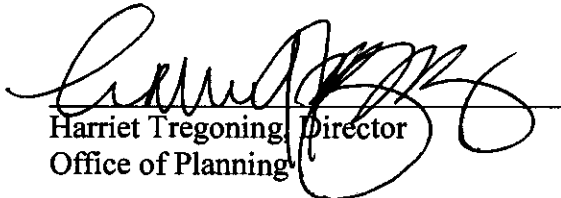
Vikkie Garay, Labor Liaison
Department of General Services

Compensation Units One and Two Collective Bargaining Agreement


Signed: July, 2012

Ron M. Linton, Commissioner
DC Taxicab Commission

Patty Mason, Labor Liaison
DC Taxicab Commission



Harriet Tregoning, Director
Office of Planning



Sandra Harp, Labor Liaison
Office of Planning

Eric E. Richardson, Executive Director
Office of Cable Television

Angela Harper, Labor Liaison
Office of Cable Television

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

Christina Fleps, Labor Liaison
Office of the Chief Technology Officer

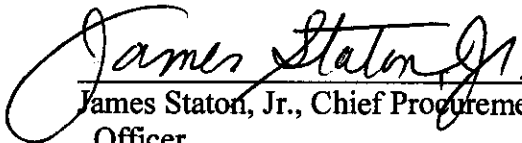
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012



Laura L. Nuss, Director
Department of Disability Services

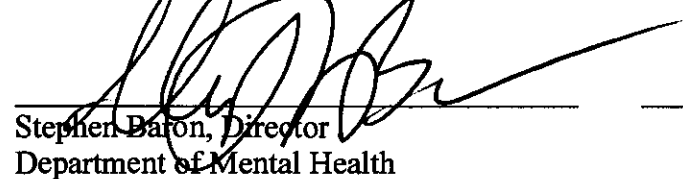
Kehinde Asuelimen, Labor Liaison
Department of Disability Services



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



Shirley Danner, Labor Liaison
Office of Contracting and Procurement



Stephen Baron, Director
Department of Mental Health



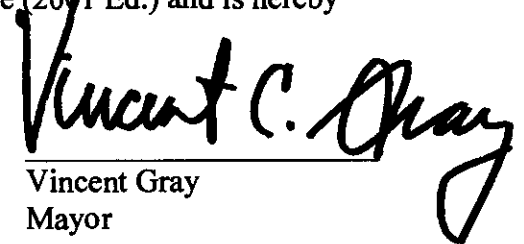
Frankie T. Wheeler, Director,
Human Resources
Department of Mental Health



Brendolyn McCarty-Jones, Labor Liaison
Department of Mental Health

APPROVAL

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


Vincent Gray
Mayor

APPENDIX A

Memorandum of Understanding


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

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

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

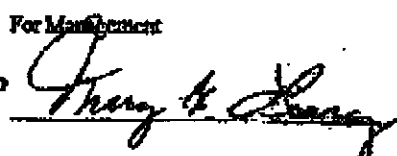
In order to support the training, classification and compensation joint labor-management initiatives, it is understood that the District shall retain the services of The Segal Company to assume the role of the lead consultant with these projects."

For Labor



David J. Schlein

For Management



Henry H. Harney

January 30, 2001

APPENDIX B

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

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

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

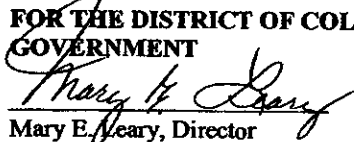
The Joint Task Force classification review will begin in August 2003, with a review of positions in the clerical/administrative occupational group and specific classification series and/or positions, which the Joint Task Force has determined, requires immediate review. The Joint Task Force has agreed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

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

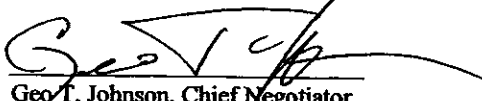
Further, the contracting parties agree that amounts hereafter designated through collective bargaining for classification and compensation collaborative review under the terms of the FY 2004 to FY2006 Compensation Units 1 and 2 Agreement, shall be accorded similar treatment for purposes of implementation.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

AGREED, this 26th day of August, 2003.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


Mary E. 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

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition	4
2	Labor/Management Relations	4
3	Administration of Leave	6
4	Alternative Work Schedule	7
5	Employee Assistance Program	9
6	Union Stewards/Official Time	9
7	Union Use of Employer Facilities and Services	14
8	Personnel Files	16
9	Job Descriptions	16
10	Late Arrival/Early Dismissal	17
11	Strikes and Lockouts	17
12	Contracting Out/Privatization	18
13	Union Rights and Security	18
14	Term Employees	20
15	Discrimination	21
16	Safety & Health	23
17	Informational Reports on Employees	25
18	Fitness for Duty	25
19	Requests for Information	25
20	Employee Use of Information Technology	25
21	Training	27

21	Training	27
22	Employee Rights	27
23	Sabbatical/Extended Leave	29
24	Reassignments, Promotions, Details	30
25	Timely Receipt of Correct Pay and Expense Reimbursements	31
26	General Provisions	32
27	Computation of Time	33
28	Grievance and Arbitration Procedures	33
29	Discipline and Discharge	37
30	Savings Clause	39
31	Incorporation of Compensation Agreement Terms	39
32	Duration and Finality	40

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

**ARTICLE 18
FITNESS FOR DUTY**

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

**ARTICLE 19
REQUESTS FOR INFORMATION**

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

**ARTICLE 20
EMPLOYEE USE OF INFORMATION TECHNOLOGY**

Section 1 – New Technology:

Whenever the Employer proposes to acquire or implement equipment or technological changes that may adversely impact employees in the bargaining unit, the Employer shall notify the Union and, when requested, bargain over any adverse effect. Appropriate training for affected employees that will enable

them to maintain their present job status shall be among the principal considerations as part of such bargaining. The Employer shall provide training for affected employees to acquire and maintain the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours. The Employer shall bear the expense of the training. The Employer shall provide training for employees who had previously not been required to use existing technology but who are then required to do so.

Section 2 – Electronic Mail Use:

The parties acknowledge that D.C. Government-provided electronic mail (email) services are to be used for internal and external communications that serve legitimate government functions and purposes. Employees are expected to be familiar with the D.C. Government's Email User Policy. The parties agree that employees are allowed to use email on a limited basis for personal purposes, but such use should be limited to non-work time and should not interfere with the performance of the employee's duties, nor used to conduct outside employment or for discriminatory or harassing purposes or exchange of pornographic, discriminatory or harassing material.

Section 3 – Internet Access and Use:

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

Section 4 – Telephone Use:

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

Section 5 – Privacy:

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

ARTICLE 21 TRAINING

Section 1 - New Employee Orientation:

Employer will provide each new employee with an orientation and will notify the Union, in advance, of any such orientation. The orientation shall include a fifteen (15) minute presentation by the Union regarding Union membership.

Section 2 - Continued Training Opportunities:

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

Section 3 - Requests for Continued Training:

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

ARTICLE 22 EMPLOYEE RIGHTS

Section 1 – Respect in the Workplace:

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

Section 2 - Employee Rights:

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

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

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

Section 3 - Employee Grievances:

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

Section 4 - Conflicts of Interest:

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

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

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

B. Participation: Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no discrimination against

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

ARTICLE 23 SABBATICAL/EXTENDED LEAVE

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

Section 1 – Process:

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

Section 2 – Supervisor's Authority:

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

Section 3 – Potential Loss of Benefits and Insurance Premiums:

Attorneys understand that an extended leave of absence in a non-pay status may impact his or her retirement and other benefits with the District of Columbia. Attorneys also understand that they are required to pay their portion of any insurance premiums while in a non-pay status. Attorneys shall inform themselves of the District of Columbia rules and regulations applicable to

an extended leave of absence in a non -pay status before submitting the request for sabbatical. Under no circumstances is the management required to allow attorneys to use leave intermittently to avoid the loss of benefits while the attorney is on sabbatical.

ARTICLE 24 REASSIGNMENTS, PROMOTIONS, DETAILS

Section 1 – Promotions:

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

Section 2 - Promotion Priority Process:

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

Section 3 - The Promotions Ranking Committee:

A. The Promotions Ranking Committee (PRC) shall be comprised of Employer representatives (i) from each division in OAG or (ii) selected by the Mayor's Office of Legal Counsel for each subordinate agency. The PRC will rank all promotion candidates office-wide in accordance with procedures outlined in the Office Order establishing the PRC. The PRC shall be governed by the specific provisions set forth in applicable District of Columbia laws and regulations.

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

Section 4 – Grievance on Failure to Comply with Process:

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

Section 5 – Filling Vacancies:

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

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

Section 6 - Job Qualifications:

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

Section 7 - Additional Duties:

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

ARTICLE 25

TIMELY RECEIPT OF CORRECT PAY AND EXPENSE REIMBURSEMENTS

Section 1 - Tardy or Non-Receipt of Pay:

A. Employer shall use its best efforts to take all action necessary to correct tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors within its control.

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

Section 2 - Pay Errors:

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

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

A. Employer agrees to use its best efforts to ensure that pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases, are paid on the effective date. To this end, Employer shall, among other things, use its best efforts to ensure that paperwork needed to implement such increases is completed within a reasonable time of the proposed effective date of the action and shall process the proposed action as expeditiously as possible, to avoid or minimize any delay in implementation.

A. The Employer must pay all pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases no later than two (2) pay periods following the effective date of the increase.

Section 4 - Timely Reimbursement of Expenses:

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

Section 5 - Audits:

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

**ARTICLE 26
GENERAL PROVISIONS**

Section 1 - Work Rules:

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

Section 2 – Identification Device:

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

Section 3 - Distribution of Agreement:

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

Section 4 – Office Space:

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

**ARTICLE 27
COMPUTATION OF TIME**

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

**ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1 – Definitions:

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

Section 2 – Performance Ratings:

Any performance rating may be appealed within thirty (30) calendar days of receipt by the employee to a three-person committee established by the Attorney General or the Mayor's Office of Legal Counsel. The committee shall be empowered to review the basis for a direct

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

Section 3 – General Provisions:

Any grievance that may arise between the parties involving an alleged violation of this Agreement shall be settled as described in this Article unless otherwise agreed to in writing by the Union President and the Attorney General or agency head, as applicable, or his/her designee.

Section 4 – Information Requests:

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

Section 5 – Procedure:

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

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

Step 1: The employee and/or the Union shall take up the grievance, in writing, with the employee's immediate supervisor within fifteen (15) business days from the date of the occurrence or when the employee or the Union knew or should have known of the occurrence. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the name of the grievant or grievants, the contract provisions allegedly

violated, the basic facts, issues, or concerns giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The supervisor shall address the matter and shall respond, in writing, to the Steward and/or the employee within fifteen (15) business days after the receipt of the grievance.

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

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

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

A grievance filed by the Union on a matter involving more than one division within OAG, may be filed with the Attorney General or his/her designee at Step 3. The grievance must be filed within fifteen (15) business days from the date of the occurrence giving rise to the grievance or when the Union knew or should have known of the occurrence.

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

A grievance filed by the Union which does not seek personal relief for a particular employee or a group of employees, but rather expresses the Union's disagreement with management's interpretation or application of the Agreement and which seeks an institutional remedy shall be filed at Step 3 within fifteen (15) business days from the date of the occurrence or when the Union knew or should have known of the occurrence to the extent reasonably possible.

A grievance filed by the Employer should be filed directly with the Union President within fifteen (15) business days from the date of the occurrence or when the Employer knew or should have known of the occurrence giving rise to the grievance. The Union President shall have fifteen (15) business days to respond. If the Employer's grievance is still unresolved, or the Union President or his/her designee has failed to respond, the Employer may by written notice request arbitration within twenty (20) business days after the Union's reply is due or received whichever is sooner.

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

Section 6 - Selection of the Arbitrator:

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

Section 7 – Authority of the Arbitrator:

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

Section 8 - Decision of the Arbitrator:

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

Section 9 - Expenses of the Arbitrator:

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

Section 10 - Time Off For Grievance Hearings:

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

Section 11 – Time Limits:

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

Section 12 – Termination of Grievance:

A grievance shall terminate when either party terminates its own grievance, when both parties consent or for failure to meet contractual time limits. The termination of a grievance shall not prejudice either party from 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 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



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

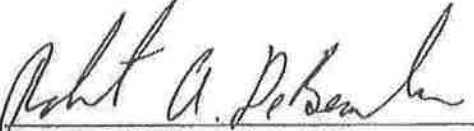


**Karl A. Rague, Attorney General
Office of the Attorney General**

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



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




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


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


**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


**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

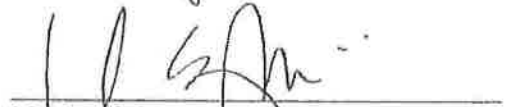

Nadine Wilburn, Chief
Personnel, Labor & Employment Division
Office of the Attorney General


Beth-Sherri Akyereko
AFGE, Local 1403


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


Daye Rosenthal
AFGE Local 1403

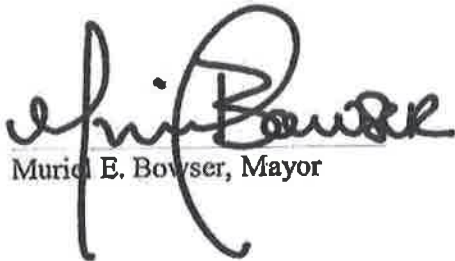

Kevin Stokes, Chief of Staff
Office of Labor Relations & Collective
Bargaining


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 16th 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

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	3
1	Recognition	3
2	Wages	3
2A	Bonuses	3
3	Benefits Committee	4
4	Benefits	6
5	Compensatory Time	14
6	Monthly Transit Subsidy	15
7	Mileage Allowance, Metro Reimbursement and Access to Official Government Vehicles and Transportation	15
8	Sick Leave Incentive Program	16
9	Annual Leave/Compensatory Time Buy-Out	17
10	Back Pay	17
11	Waiting Period for Advancement Within Steps	18
12	Grievance and Arbitration Procedure	18
13	Savings Clause	18
14	Duration and Finality	19
15	Incorporation of Non Compensation Agreement	19

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 16th of each year;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;
- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year; and
- (k) Christmas Day, December 25th of each year.

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

SECTION L – Benefits Levels:

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

**ARTICLE 5
COMPENSATORY TIME**

SECTION A:

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

SECTION B:

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

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

SECTION C:

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

ARTICLE 6
MONTHLY TRANSIT SUBSIDY

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

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

SECTION A – Parking Spaces:

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

SECTION B – Mileage Allowance:

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

SECTION C – Use of Personal Vehicles:

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

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

SECTION D – Reimbursement for Use of Personal Vehicles:

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

SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

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

SECTION F – Metro Fare Cards:

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

SECTION G – Availability of Fleet Vehicles:

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

**ARTICLE 8
SICK LEAVE INCENTIVE PROGRAM**

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

SECTION A – Accrual:

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

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

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

SECTION B – Employees in a Non-pay Status:

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

SECTION C – Procedure for Use of Time Accrued:

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

SECTION D – Use of Time Accrued:

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

SECTION E – Part Time Employees:

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

**ARTICLE 9
ANNUAL LEAVE BUY-OUT**

SECTION A – Payment for Annual Leave:

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

SECTION B – Computation:

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

**ARTICLE 10
BACK PAY**

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

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

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

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

**ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES**

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

**ARTICLE 13
SAVINGS CLAUSE**

SECTION A:

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

SECTION B:

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

**ARTICLE 14
DURATION AND FINALITY**

SECTION A -- Effective Date:

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2020, or until a new compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1-617.17 (f)(1)(A)(i) (2012 Repl.).

SECTION B – Finality:

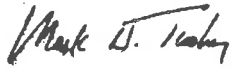
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues that were or could have been negotiated.

**ARTICLE 15
INCORPORATION OF NON-COMPENSATION AGREEMENT**

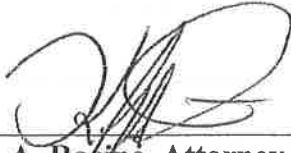
The terms and conditions of the Non Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2017 through September 30, 2020 (Non-Compensation Agreement), are incorporated herein by reference into this Agreement.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

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

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



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

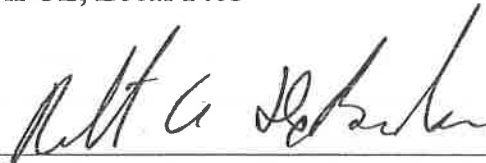


**Karl A. Racine, Attorney General
Office of the Attorney General**

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



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



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

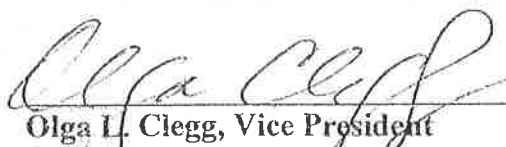
On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

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



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



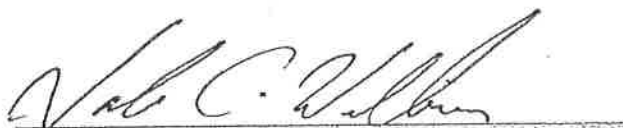
Olga L. Clegg, Vice President
AFGE, Local 1403



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



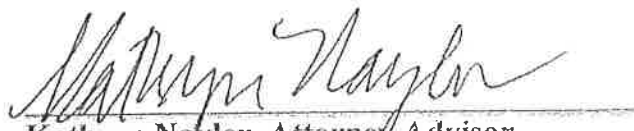
Anne Hollander
AFGE, Local 1403



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



Dave Rosenthal
AFGE Local 1403



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



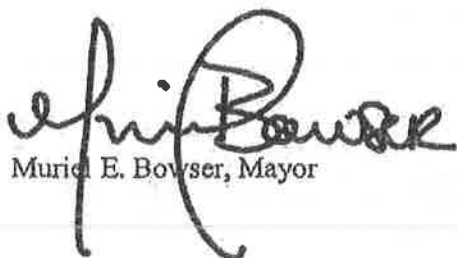
Marie-Claire Brown
AFGE Local 1403



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

APPROVAL

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