

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT A
Response to Question #8 - 3 pages

Office of Human Rights FY2020

Agency Office of Human Rights

Agency Code HMO

Fiscal Year 2020

Mission The mission of the DC Office of Human Rights (OHR) is to eradicate discrimination, increase equal opportunity, and protect human rights in the city.

Summary of Services The DC OHR investigates and resolves complaints of discrimination in employment, housing, places of public accommodation, and educational institutions, pursuant to the DC Human Rights Act of 1977 and other numerous local and federal laws. OHR also prevents discrimination by providing training and educating DC government employees, private employers, workers, and the community at-large of their rights and responsibilities under the law. OHR monitors compliance with the Language Access Act of 2004 and investigates allegations of noncompliance with this Act by DC government agencies and houses the District's Citywide Bullying Prevention Program. The agency also investigates complaints and conditions causing community tension and conflict that can lead to breaches of the peace. The Commission on Human Rights is the adjudicatory body that decides private sector cases after OHR has found probable cause of discrimination.

2020 Accomplishments

Accomplishment	Impact on Agency	Impact on Residents
Drafted and submitted to the Mayor and Council the 85-page "State of Street Harassment in DC: A Report on the First Year of Implementing the Street Harassment Prevention Act." The report summarizes the accomplishments of the Advisory Committee on Street Harassment, details the data collected from 1,621 responses to a city-wide survey and 10 focus groups, and provides recommendations for policy, training, and reporting.	The report gave voice to residents who have experienced street harassment in the District. Additionally, through the surveys, focus groups, and accompanying Street Harassment DC campaign, residents were provided with information and resources to seek redress and access support and services. The policy, training, and reporting recommendations have the goals of preventing street harassment, empowering individuals to safely intervene, and providing options to those who have experienced street harassment. By preventing street harassment and enhancing responses we create a safer, stronger DC for all residents.	The report represents an increased focus on prevention and proactive engagement to complement the enforcement efforts of OHR. The work of the Advisory Committee, the data collection process, and the accompanying Street Harassment DC campaign increased the visibility of the work of OHR and likely resulted in increased inquiries and complaints of discrimination.
Quickly and efficiently adapted operations and procedures to shift to remote work due to COVID-19 and the state of emergency that allowed for seamless continuation of services.	District residents were able to continue to access the services of OHR and were informed about changes in District agency operations and responses to COVID and changes in leave laws in the District as a result of the pandemic, and provided with consistent information regarding their ability to address discrimination in the District.	The shift to remote work required several agency adjustments including revising regulations and implementing virtual mediation and conciliation sessions. Additionally, the agency drafted Enforcement Guidance on Covid Leave under the DCFMLA and crafted multiple multilingual messages and documents in its role of providing Language Access oversight for the District.
Settled 134 cases for approximately \$2.4 million.	By settling cases through mediation, OHR does not have to engage in the more time and resources intensive investigative and legal processes for these cases, thereby allowing for those resources to be focused on reducing case backlog.	For DC residents who are complainants or respondents in cases, it provided quicker resolutions, also potentially saving tax payers costs associated with hearing or litigation.

2020 Key Performance Indicators

Measure	Frequency	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Target	FY 2020 Quarter 1	FY 2020 Quarter 2	FY 2020 Quarter 3	FY 2020 Quarter 4	FY 2020 Actual	KPI Status	Explanation for Unmet FY 2020 Target
1 - Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement. (4 Measures)												
Percent of inquiries filed at the Office of Human Rights scheduled for intake interview within 30 days of initial internal screening	Quarterly	45%	45.7%	34.5%	80%	93.6%	52.3%	64.5%	90.2%	74.2%	Nearly Met	Transition of managers and COVID-19 transition to telework environment.
Percent of docketed cases at the Office of Human Rights scheduled for mediation within 45 days	Quarterly	92.8%	100%	99.8%	80%	100%	100%	100%	100%	100%	Met	
Percent of assigned cases at the Office of Human Rights with letters of determination within 160 days of unsuccessful mediation.	Quarterly	77.1%	32.3%	12.1%	80%	15%	15.8%	9.4%	16.1%	14.2%	Unmet	This performance measure was challenging to meet due to high case volume, shortage of staff, and personnel changes.
Percent of settlement agreements executed within 15 business days after completion of mediation session	Quarterly	New in 2020	New in 2020	New in 2020	New in 2020	57.8%	69.6%	85.3%	73.1%	70.3%	New in 2020	
2 - Provide high quality and efficient adjudication of certified charges filed at the Commission on Human Rights in order to comply with statutory requirements and to improve customer service. (2 Measures)												
Percent of Commission on Human Rights cases pending over 15 months	Quarterly	24.4%	16.8%	37.8%	20%	43.5%	52%	44.4%	47.1%	47%	Unmet	This performance measure was challenging to meet due to personnel changes.
Percent of cases assigned to hearing tribunal within 60 days of proposed decision and order	Quarterly	New in 2020	New in 2020	New in 2020	New in 2020	100%	100%	100%	0%	91.7%	New in 2020	
3 - Provide high quality monitoring of and technical assistance in OHR's compliance programs, including Language Access, Bullying Prevention, and Equal Employment Opportunity policies. (3 Measures)												
Percent of Post-EEO Training Evaluations with an overall rating of 5 out of 5	Annually	100%	100%	100%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	94%	Met	
Percent of language access cases which receive initial intervention within 30 days	Annually	100%	100%	95%	90%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	100%	Met	
Percent of informal intervention provided in bullying cases within 30 days of reporting	Annually	100%	100%	100%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	No applicable incidents		
4 - Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR. (2 Measures)												
Percent of Human Rights Liaisons that rate the all-day training as "good" or "excellent" in post-training survey	Annually	95.7%	0%	86.5%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	87%	Met	
Percent of participants that rate "Know Your Rights" presentations as "good" or "excellent" in post-training survey	Annually	95.6%	0%	100%	80%	Annual Measure	Annual Measure	Annual Measure	No data available	No data available		

2020 Workload Measures

Measure	FY 2018 Actual	FY 2019 Actual	FY 2020 Quarter 1	FY 2020 Quarter 2	FY 2020 Quarter 3	FY 2020 Quarter 4	FY 2020
1 - Intake (2 Measures)							
Number of Inquiries Received	1483	1590	Annual Measure	Annual Measure	Annual Measure	Annual Measure	1209
Number of Intakes Conducted	563	735	Annual Measure	Annual Measure	Annual Measure	Annual Measure	375
1 - Investigate (2 Measures)							
Number of New Docketed Cases	355	490	Annual Measure	Annual Measure	Annual Measure	Annual Measure	437
Number of pending cases	577	503	512	568	534	531	531
1 - Legal Review (7 Measures)							
Number of Letters of Determination Reviewed	164	69	Annual Measure	Annual Measure	Annual Measure	Annual Measure	70
Number of Motions, Reconsiderations, and Requests to Reopen Reviewed	247	63	Annual Measure	Annual Measure	Annual Measure	Annual Measure	40
Number of Hearing Examiner Cases Reviewed	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	4
Number of Compliance Reviews Completed	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	7
Number of FOIA Requests Reviewed	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	80
Number of Case Representations - Court	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	17
Number of Case Presentations - Commission	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	5
1 - Mediation (1 Measure)							
Number of Cases Mediated	521	502	Annual Measure	Annual Measure	Annual Measure	Annual Measure	379
2 - Convene and Support Commission Meetings (1 Measure)							
Number of Commission Meetings Per Year	6	6	Annual Measure	Annual Measure	Annual Measure	Annual Measure	5

Measure	FY 2018 Actual	FY 2019 Actual	FY 2020 Quarter 1	FY 2020 Quarter 2	FY 2020 Quarter 3	FY 2020 Quarter 4	FY 2020
2 - Hold Final Hearings (2 Measures)							
Number of Final Hearings Held	16	2	Annual Measure	Annual Measure	Annual Measure	Annual Measure	3
Number of Pre-Hearing Settlement Conferences Held	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	0
3 - Bullying Prevention Policy Oversight (2 Measures)							
Number of Covered Entities under Youth Bullying Prevention Act	324	301	Annual Measure	Annual Measure	Annual Measure	Annual Measure	244
Number of Youth Bullying Prevention Outreach and Education Activities	37	4	Annual Measure	Annual Measure	Annual Measure	Annual Measure	2
3 - Community Engagement (2 Measures)							
Number of Community Education/Outreach Activities	48	14	Annual Measure	Annual Measure	Annual Measure	Annual Measure	43
Number of Meetings with Consultative Agencies	10	6	Annual Measure	Annual Measure	Annual Measure	Annual Measure	11
3 - Compliance Monitoring and Technical Assistance (3 Measures)							
Number of Language Access Coordinator Meetings Held	6	6	Annual Measure	Annual Measure	Annual Measure	Annual Measure	7
Number of LA Trainings to Covered Entities	33	34	Annual Measure	Annual Measure	Annual Measure	Annual Measure	36
Number of Covered Entities under the Language Access Act	63	62	Annual Measure	Annual Measure	Annual Measure	Annual Measure	61
3 - EEO Counselors and Officers Training (3 Measures)							
Number of active certified EEO Counselors and Officers in the District	111	75	Annual Measure	Annual Measure	Annual Measure	Annual Measure	78
Number of EEO Trainings Held	8	11	Annual Measure	Annual Measure	Annual Measure	Annual Measure	6
Number of Affirmative Action Review Requests	717	1300	Annual Measure	Annual Measure	Annual Measure	Annual Measure	850
3 - Enforcement (2 Measures)							
Number of LA Inquiries Received	20	9	Annual Measure	Annual Measure	Annual Measure	Annual Measure	12
Number of Language Access cases resolved	16	4	Annual Measure	Annual Measure	Annual Measure	Annual Measure	3
4 - Provide education/training and perform outreach (5 Measures)							
Number of Business Training Series	27	20	Annual Measure	Annual Measure	Annual Measure	Annual Measure	3
Number of Human Rights Liaisons Trained	22	101	Annual Measure	Annual Measure	Annual Measure	Annual Measure	83
Number of Overall Outreach Activities	91	200	Annual Measure	Annual Measure	Annual Measure	Annual Measure	20
Number of Fair Housing Outreach Activities	54	95	Annual Measure	Annual Measure	Annual Measure	Annual Measure	20
Number of FCRSA/FCRSHA Outreach Activities	New in 2020	New in 2020	Annual Measure	Annual Measure	Annual Measure	Annual Measure	17

2020 Operations

Operations Header	Operations Title	Operations Description	Type of Operations
1 - Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement. (4 Activities)			
INVESTIGATIONS	Investigate	The Human Rights Officer (HRO) in the Investigation Unit will review an assigned Charge of Discrimination docketed and investigate the claims asserted in the Charge. The HRO will interview relevant witnesses and recommend a finding as to whether there is probable cause to believe discrimination may have occurred.	Daily Service
INTAKE	Intake	The Intake Officer will review inquiries (known as Complaint Questionnaire) filed with the Office of Human Rights and determine jurisdiction. If the Office has jurisdiction, the inquiry will be scheduled for an intake interview. The Intake Officer will review the information provided during the interview and docket the inquiry as a Charge of Discrimination or dismiss the matter as appropriate.	Daily Service
MEDIATION	Mediation	Once an inquiry is docketed as a Charge of Discrimination, the Mediation Unit will schedule a mandatory mediation date. If the matter is resolved at mediation, the case will be closed. If the matter is not resolved, Mediation will forward the case for full investigation.	Daily Service
LEGAL SERVICES	Legal Review	Once a Human Rights Officer makes a probable cause determination as to whether discrimination may have occurred, the Legal Unit will review the determine for legal sufficiency and forward the matter for the Director's review.	Daily Service
2 - Provide high quality and efficient adjudication of certified charges filed at the Commission on Human Rights in order to comply with statutory requirements and to improve customer service. (2 Activities)			
HUMAN RIGHTS COMMISSION	Hold Final Hearings	When the case has completed discovery, the Commission will schedule and hold a final hearing on the merits of the case.	Daily Service
HUMAN RIGHTS COMMISSION	Convene and Support Commission Meetings	The Chief Administrative Law Judge and their team organizes the Commission meetings, which occur on a bi-monthly basis. The Administrative Law Judges will record minutes of the meeting.	Daily Service
3 - Provide high quality monitoring of and technical assistance in OHR's compliance programs, including Language Access, Bullying Prevention, and Equal Employment Opportunity policies. (6 Activities)			
RESEARCH AND COMPLIANCE	EEO Counselors and Officers Training	Provide certification and ongoing training and technical assistance to EEO Counselors and Officers.	Daily Service
BULLYING PREVENTION OVERSIGHT	Bullying Prevention Policy Oversight	Oversee bullying prevention policy development and compliance and provide training and informal interventions.	Daily Service
LANGUAGE ACCESS OVERSIGHT	Community Engagement	Provide outreach and education to the public; Work closely with consultative agencies and community stakeholders.	Daily Service
LANGUAGE ACCESS OVERSIGHT	Enforcement	Assist with identifying pre-investigation intervention solution; Investigate docketed cases of language access complaints; Issue written findings after investigation is completed; Assist non-compliant agencies with systemic corrective actions.	Daily Service
LANGUAGE ACCESS OVERSIGHT	Compliance Monitoring and Technical Assistance	Review and monitor each major public contact agency's two-year LA compliance plan; Provide technical assistance such as one-on-one consultations, Language Access Coordinator meetings, and implementing corrective actions.	Daily Service
BULLYING PREVENTION OVERSIGHT	School Climate Data and Youth Bullying Prevention Project	As a result of a four-year grant from National Institute of Justice (NIJ), in partnership with Child Trends and Office of the State Superintendent for Education (OSSE), the Youth Bullying Prevention Program will collect school climate data, evaluate prevention strategies in schools, and support their efforts to implement evidence based programs to prevent bullying and improve school safety. The grant ends on December 31, 2019.	Key Project
4 - Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR. (2 Activities)			
PUBLIC EDUCATION	Provide education/training and perform outreach	The Communications & Community Engagement team schedules and conducts training for the public and business community. To ensure awareness and compliance, the Communications & Community Engagement team conducts outreach regarding newly enacted laws or regarding laws under which the Office has seen a rise in claims. Outreach may be provided in the form of targeted trainings, participation at community events and meetings, and educational campaigns.	Daily Service
PUBLIC EDUCATION	Issue reports and publications	The Communications & Community Engagement team is responsible for preparing annual reports and publications required by the various statutes that the Office enforces.	Daily Service

2020 Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Completion to Date	Status Update	Explanation for Incomplete Initiative
Bullying Prevention Policy Oversight (1 Strategic Initiative)				
Social Media Lesson Training	In FY20, the Office of Human Rights will partner with the State Board of Education to conduct train the trainer workshops in schools and at youth-serving agencies on the healthy relationship/social media lesson plans that were developed and piloted in FY19.	Complete	Responses to facilitator e-survey were incorporated to make minor revisions to curriculum and training materials. Broader dissemination of the complete curriculum initiated September 30, 2020.	

Strategic Initiative Title	Strategic Initiative Description	Completion to Date	Status Update	Explanation for Incomplete Initiative
Community Engagement (1 Strategic Initiative)				
Conduct a City-Wide Language Access Meeting with Agency Partners	In FY 20, the Language Access (LA) program will strength its community outreach efforts by partnering with the three Mayor Constituencies' offices (Mayor's Office on Latino Affairs, Mayor's Office on Asian and Pacific Islander Affairs, Mayor's Office on African Affairs) and with agencies with Major Public contact to hold a city-wide Language Access meeting which will target LEP/NEP community members.	Complete	<p>In collaboration with the Mayor's Office on African Affairs and the Ethiopian Community Center (ECC), the Language Access Director participated in the Language Access Know Your Rights Workshop to speak with the Amharic speaking community about their language rights and to bring awareness of the language access resources available for the LEP and NEP community.</p> <p>Since July, the Language Access (LA) Program in partnership with the three Constituency Offices have conducted a Language Access Round Table Forums.</p> <p>The monthly forums have been the space for the Language Access Coordinators (LACs) along with the Constituency Offices to discuss, brainstorm and build collaborative working teams to address language access concerns, questions, challenges and strategies. Currently, LACs' main concern is to meet Language Access compliance requirements which is challenging during the pandemic emergency situation.</p> <p>As of today, the LACs have expressed interest to continue participating in the forums where common language access matters are discussed.</p> <p>In the meeting with DCHR LAC, together with the three constituency offices, it was decided that due to the freeze in the District hiring, it will not be feasible to hold the virtual bilingual hiring event in FY 20.</p>	
Compliance Monitoring and Technical Assistance (1 Strategic Initiative)				
ANC Omnibus Amendment Act Technical Support	In FY20, pursuant to the Office of Human Right's implementation of the ANC Omnibus Amendment Act of 2016, the Language Access program will create a system to reimburse ANCs for translation of documents, interpretation of meetings, and purchase or rental of assistive listening systems and will train ANC commissioners on reimbursement procedures.	Complete	In September, the Language Access Program revised and disseminated the most updated reimbursement process to all ANC commissioners. In addition, the language access team met with ANC 1A05 commissioners to review effective ways to outreach ANC commissioners, to bring awareness about the available funding for language services. Thus, ANC commissioners can maximize the language services available for the ANC meetings to engage the LEP and NEP DC residents.	
Convene and Support Commission Meetings (1 Strategic Initiative)				
Regulatory Review and Revision	In FY20, the Rules Committee of the Commission on Human Rights and the Office of Human Rights will review Chapter 4 Regulations and propose revisions that will complement the DC Human Rights Act and provide better clarity to parties appearing before the Commission on Human Rights.	Complete	OHR was able to complete drafting amendments to Chapter 4 of its regulations (4 DCMR § 400 et seq.) and the Commission on Human Rights was able to review it. At present, the regulation is being reviewed for finalization for OPLA review and legal sufficiency review from OAG.	
EEO Counselors and Officers Training (1 Strategic Initiative)				
Webinars and Train the Trainer Course	In FY20, OHR will conduct quarterly refresher webinars with certified EEO Counselors and Officers and will provide EEO Officers with "Train the Trainer" course on workplace discrimination laws.	0-24%	This initiative was put on hold due to personnel changes. OHR's Deputy Director lead this initiative however she transitioned from the agency and the position has not been filled. This initiative will pick back up in FY21.	
Hold Final Hearings (1 Strategic Initiative)				
Hearing Tribunals	In FY20, the Commission will focus on convening hearing tribunals within 60 days of a proposed decision and order to increase the efficiency of the adjudication process.	0-24%	One case went to a Tribunal this quarter. Due to the length of the record and order, several extension were granted for the parties to file Exceptions to the proposed order which delayed scheduling a tribunal within 60 days.	
Investigate (1 Strategic Initiative)				
Case Organization Tiers	In FY20, the Investigation Unit will organize its cases into three tiers – Tiers I - III – where Tier I identifies the most complicated cases. The investigation of Tier II and III cases will be streamlined, which will allow Investigators to spend more time on the more complicated, Tier I cases.	0-24%	In Phase I implementation. Process is ongoing and dependent upon pending full reorganization of the investigation/intake unit rollout into three pods.	
Legal Review (1 Strategic Initiative)				
OHR Enforcement Guidance	To assist the public with compliance, in FY20, the Office of Human Rights will produce three guidance for publication by the end of the fiscal year covering: (1) Intake Procedures, (2) Breastfeeding Guidance, and (3)DC Family Medical Leave Act.	75-99%	Did not issue 3 distinct guidance documents, however, OHR did issue multiple guidance documents relating to COVID. OHR issued two guidance documents in FY20: (1) COVID related Enforcement Guidance on DCFMLA called "Enforcement Guidance 20-01: COVID-19 Support Emergency Amendment Act (CSEA) Guidance", which was updated twice; and (2) a housing Enforcement Guidance called, "Enforcement Guidance 20-02: Fair Housing Laws and Affirmative Efforts to Reduce Homelessness in the District of Columbia".	
Provide education/training and perform outreach (1 Strategic Initiative)				
Wards 7 and 8 Education and Outreach	In FY20, the Communications & Community Engagement team will conduct quarterly Know Your Rights and Human Rights Liaison workshops in Wards 7 and 8 focused on returning citizens' rights in housing and employment, street harassment, hate crimes, and source of income discrimination.	0-24%	OHR was enthusiastic about conducting outreach targeting Wards 7 & 8 residents in FY20 and started off the year prioritizing those communities, but the COVID-19 pandemic shut our in-person engagement efforts down. Our outreach relied heavily on in-person events and trainings to reach residents East of the River who lack some of the resources available in the rest of the city. Despite the pandemic, OHR made an effort to reach the returning citizens community by partnering with Court Services and Offender Supervision Agency (CSOSA) who hosted several virtual information sessions for their clients. OHR looks forward to getting back to traditional forms of engagement, but also wants to ensure the safety of the public and our staff.	

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Office of Human Rights FY2021

Agency Office of Human Rights

Agency Code HMO

Fiscal Year 2021

Mission The mission of the DC Office of Human Rights (OHR) is to eradicate discrimination, increase equal opportunity, and protect human rights in the city.

Strategic Objectives

Objective Number	Strategic Objective
1	Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement.
2	Provide high quality and efficient adjudication of certified charges filed at the Commission on Human Rights in order to comply with statutory requirements and to improve customer service.
3	Provide high quality monitoring of and technical assistance in OHR's compliance programs, including Language Access, Bullying Prevention, and Equal Employment Opportunity policies.
4	Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR.
5	Create and maintain a highly efficient, transparent, and responsive District government.

Key Performance Indicators

Measure	Directionality	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Target
1 - Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement. (4 Measures)					
Percent of docketed cases at the Office of Human Rights scheduled for mediation within 45 days	Up is Better	100%	99.8%	100%	80%
Percent of assigned cases at the Office of Human Rights with letters of determination within 160 days of unsuccessful mediation.	Up is Better	32.3%	12.1%	14.2%	50%
Percent of inquiries filed at the Office of Human Rights scheduled for intake interview within 30 days of assignment to an intake officer.	Up is Better	45.7%	34.5%	74.2%	75%
Percent of settlement agreements executed within 15 business days after completion of mediation session	Up is Better	New in 2020	New in 2020	70.3%	80%
2 - Provide high quality and efficient adjudication of certified charges filed at the Commission on Human Rights in order to comply with statutory requirements and to improve customer service. (2 Measures)					
Percent of Commission on Human Rights cases pending over 15 months	Down is Better	16.8%	37.8%	47%	20%
Percent of cases assigned to hearing tribunal within 60 days of proposed decision and order	Up is Better	New in 2020	New in 2020	91.7%	80%
3 - Provide high quality monitoring of and technical assistance in OHR's compliance programs, including Language Access, Bullying Prevention, and Equal Employment Opportunity policies. (3 Measures)					
Percent of language access cases which receive initial intervention within 30 days	Up is Better	100%	95%	100%	90%
Percent of informal intervention provided in bullying cases within 30 days of reporting	Up is Better	100%	100%	No Applicable Incidents	80%
Percent of Post-EEO Training Evaluations with an overall rating of 5 out of 5	Up is Better	100%	100%	94%	80%
4 - Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR. (2 Measures)					
Percent of Human Rights Liaisons that rate the all-day training as "good" or "excellent" in post-training survey	Up is Better	0%	86.5%	87%	80%
Percent of participants that rate "Know Your Rights" presentations as "good" or "excellent" in post-training survey	Up is Better	0%	100%	Not Available	80%

Operations

Operations Header	Operations Title	Operations Description	Type of Operations
1 - Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement. (4 Activities)			
INVESTIGATIONS	Investigate	The Human Rights Officer (HRO) in the Investigation Unit will review an assigned Charge of Discrimination docketed and investigate the claims asserted in the Charge. The HRO will interview relevant witnesses and recommend a finding as to whether there is probable cause to believe discrimination may have occurred.	Daily Service

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MEDIATION	Mediation	Once an inquiry is docketed as a Charge of Discrimination, the Mediation Unit will schedule a mandatory mediation date. If the matter is resolved at mediation, the case will be closed. If the matter is not resolved, Mediation will forward the case for full investigation.	Daily Service
LEGAL SERVICES	Legal Review	Once a Human Rights Officer makes a probable cause determination as to whether discrimination may have occurred, the Legal Unit will review the determine for legal sufficiency and forward the matter for the Director's review.	Daily Service
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3 - Provide high quality monitoring of and technical assistance in OHR's compliance programs, including Language Access, Bullying Prevention, and Equal Employment Opportunity policies. (6 Activities)			
LANGUAGE ACCESS OVERSIGHT	Community Engagement	Provide outreach and education to the public; Work closely with consultative agencies and community stakeholders.	Daily Service
LANGUAGE ACCESS OVERSIGHT	Enforcement	Assist with identifying pre-investigation intervention solution; Investigate docketed cases of language access complaints; Issue written findings after investigation is completed; Assist non-compliant agencies with systemic corrective actions.	Daily Service
RESEARCH AND COMPLIANCE	EEO Counselors and Officers Training	Provide certification and ongoing training and technical assistance to EEO Counselors and Officers.	Daily Service
BULLYING PREVENTION OVERSIGHT	Bullying Prevention Policy Oversight	Oversee bullying prevention policy development and compliance and provide training and informal interventions.	Daily Service
LANGUAGE ACCESS OVERSIGHT	Compliance Monitoring and Technical Assistance	Review and monitor each major public contact agency's two-year LA compliance plan; Provide technical assistance such as one-on-one consultations, Language Access Coordinator meetings, and implementing corrective actions.	Daily Service
BULLYING PREVENTION OVERSIGHT	School Climate Data and Youth Bullying Prevention Project	As a result of a four-year grant from National Institute of Justice (NIJ), in partnership with Child Trends and Office of the State Superintendent for Education (OSSE), the Youth Bullying Prevention Program will collect school climate data, evaluate prevention strategies in schools, and support their efforts to implement evidence based programs to prevent bullying and improve school safety. The grant ends on December 31, 2019.	Key Project
4 - Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR. (2 Activities)			
PUBLIC EDUCATION	Provide education/training and perform outreach	The Communications & Community Engagement team schedules and conducts training for the public and business community. To ensure awareness and compliance, the Communications & Community Engagement team conducts outreach regarding newly enacted laws or regarding laws under which the Office has seen a rise in claims. Outreach may be provided in the form of targeted trainings, participation at community events and meetings, and educational campaigns.	Daily Service
PUBLIC EDUCATION	Issue reports and publications	The Communications & Community Engagement team is responsible for preparing annual reports and publications required by the various statutes that the Office enforces.	Daily Service

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Number of Meetings with Consultative Agencies	10	6	11
3 - Compliance Monitoring and Technical Assistance (3 Measures)			
Number of Language Access Coordinator Meetings Held	6	6	7
Number of LA Trainings to Covered Entities	33	34	36
Number of Covered Entities under the Language Access Act	63	62	61
3 - EEO Counselors and Officers Training (3 Measures)			
Number of EEO Trainings Held	8	11	6
Number of Affirmative Action Review Requests	717	1300	850
Number of active certified EEO Counselors and Officers in the District	111	75	78
3 - Enforcement (2 Measures)			
Number of LA Inquiries Received	20	9	12
Number of Language Access cases resolved	16	4	3
4 - Provide education/training and perform outreach (5 Measures)			
Number of Business Training Series	27	20	3
Number of Human Rights Liaisons Trained	22	101	83
Number of Overall Outreach Activities	91	200	20
Number of Fair Housing Outreach Activities	54	95	20
Number of FCRSA/FCRSHA Outreach Activities	New in 2020	New in 2020	17

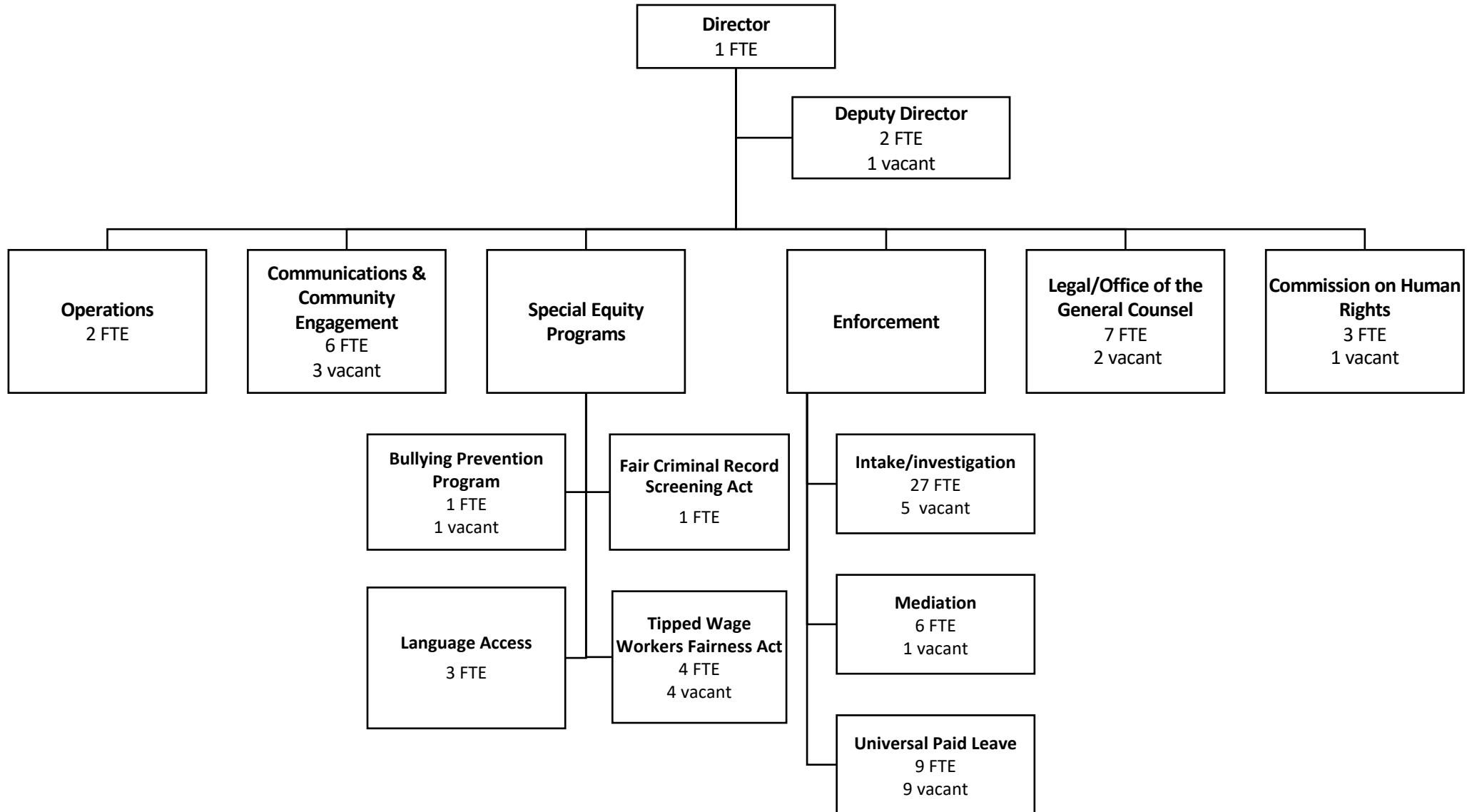
Strategic Initiatives

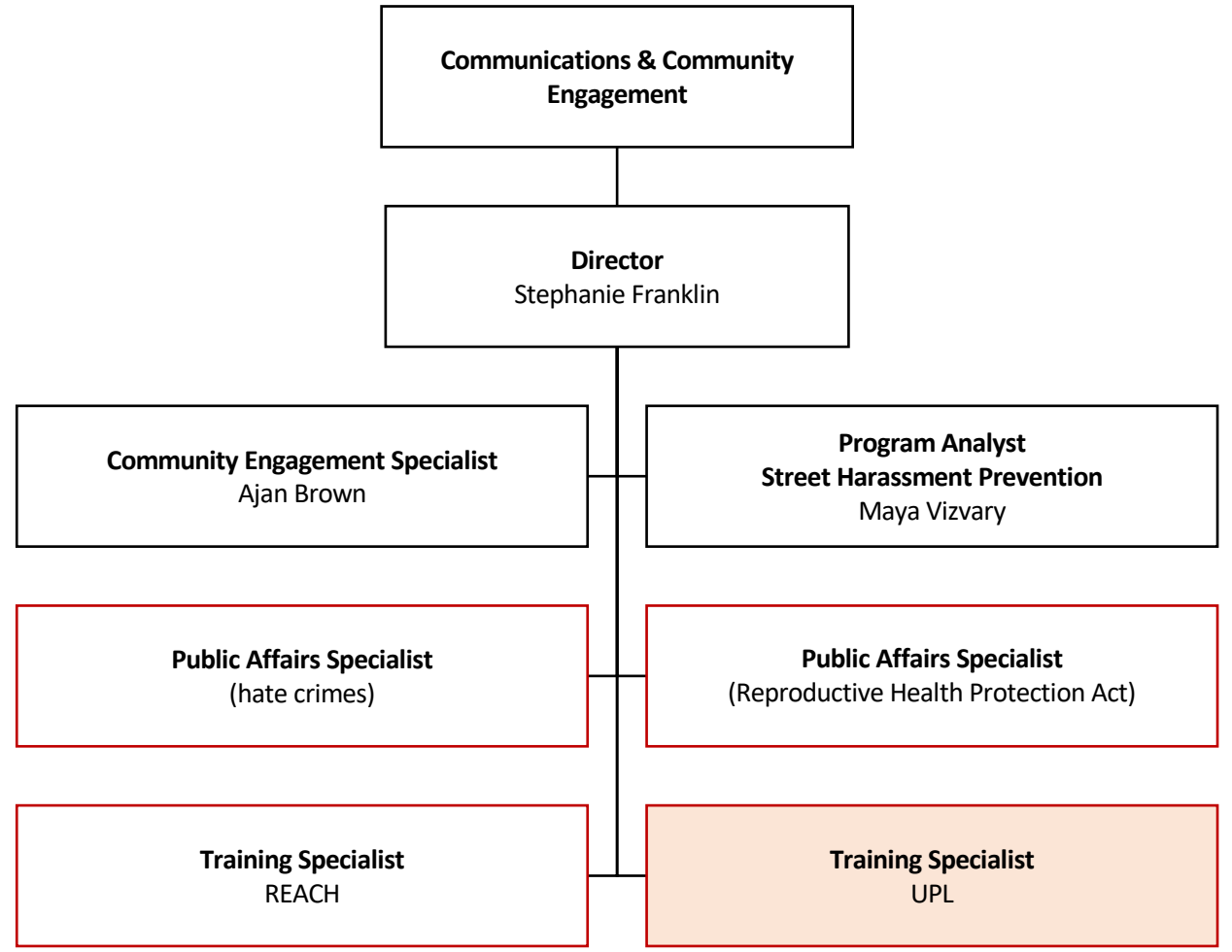
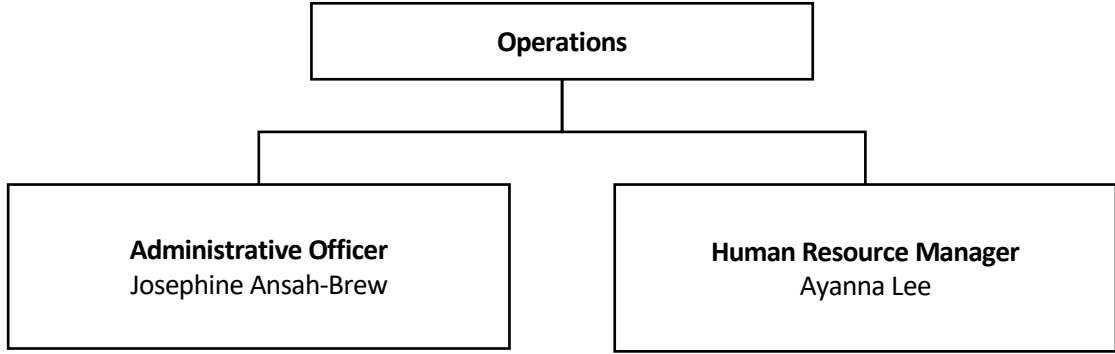
Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date
Investigate (2 Strategic initiatives)		
Tipped Wage Workers Fairness Amendment Act platform	Develop an online platform for filing required documentation and information on sexual harassments as required under the Tipped Wage Workers Fairness Amendment Act.	09-30-2021
Agency Reorganization	Implement a reorganization of agency activities to streamline case processing, reduce the existing case back-log, and incorporate the increase of two dozen FTEs.	09-30-2021

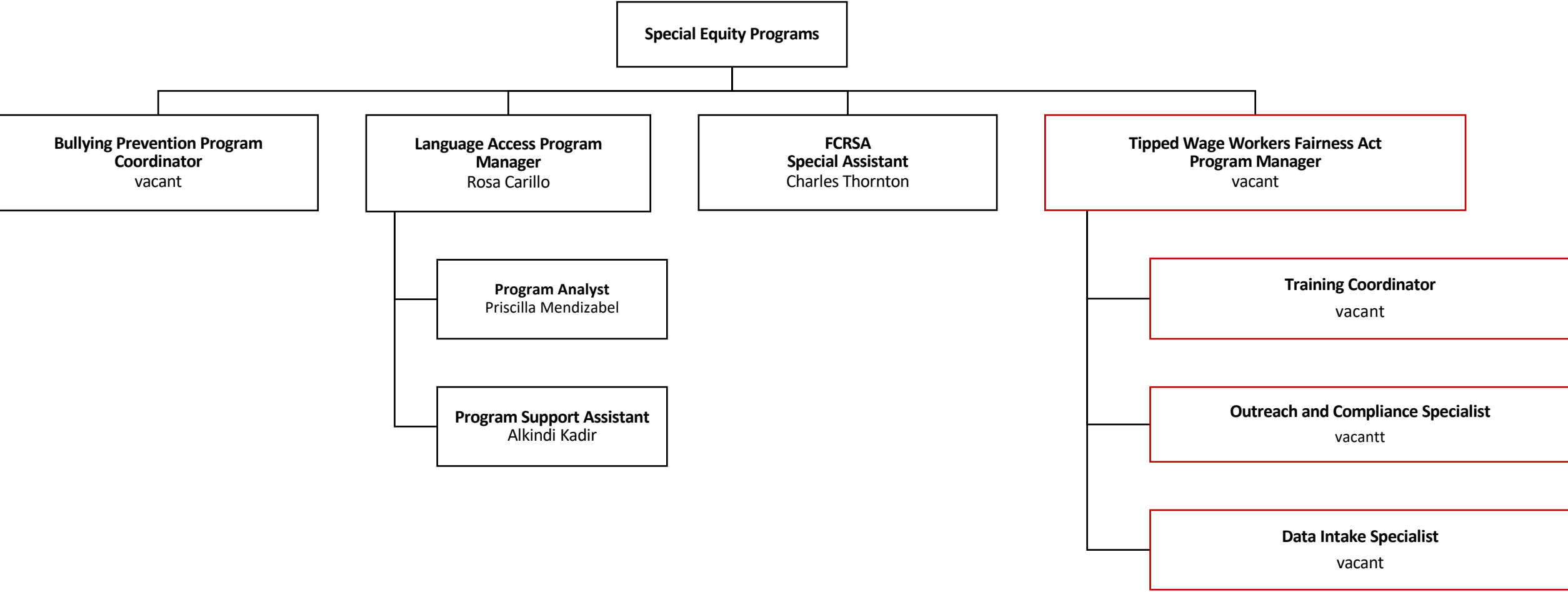
Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date
Provide education/training and perform outreach (1 Strategic Initiative)		
Outreach and Community Engagement in Ward 7 and 8	Engage in five to ten outreach events (virtual or in-person based on the District's operating status) to increase public awareness of the agency and the services it provides, targeted to residents and community-based organizations in wards 7 and 8.	09-30-2021

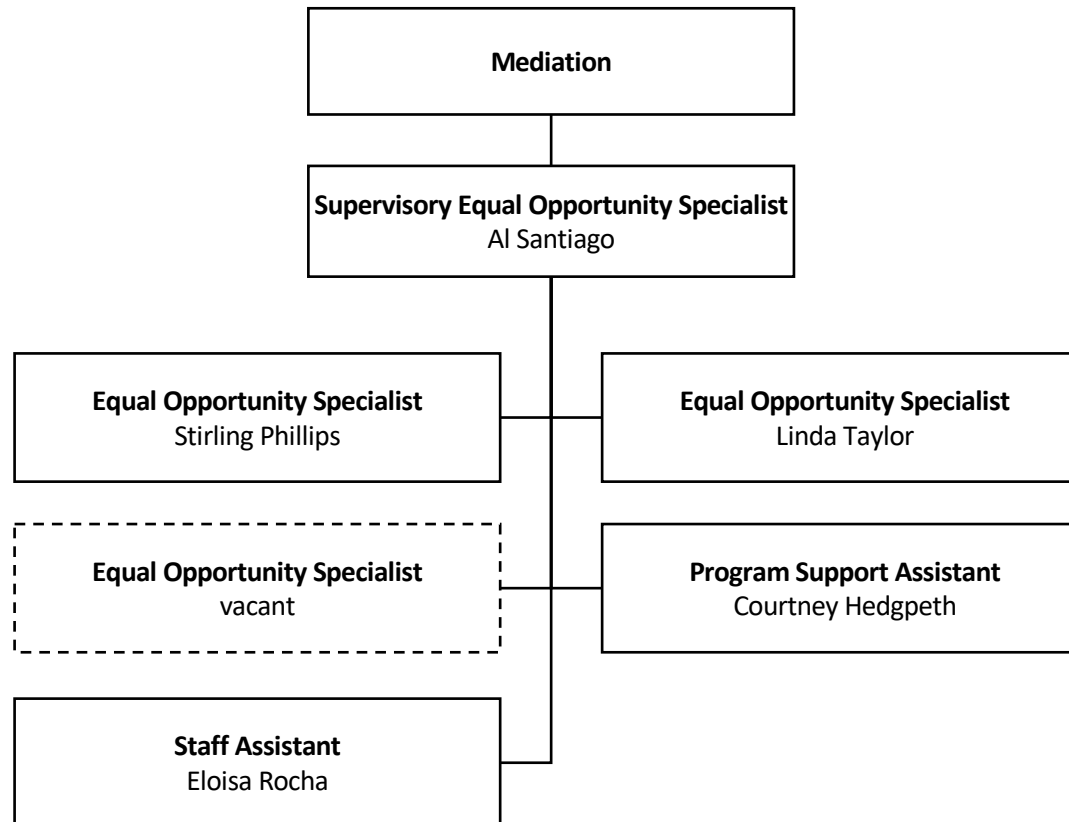
**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

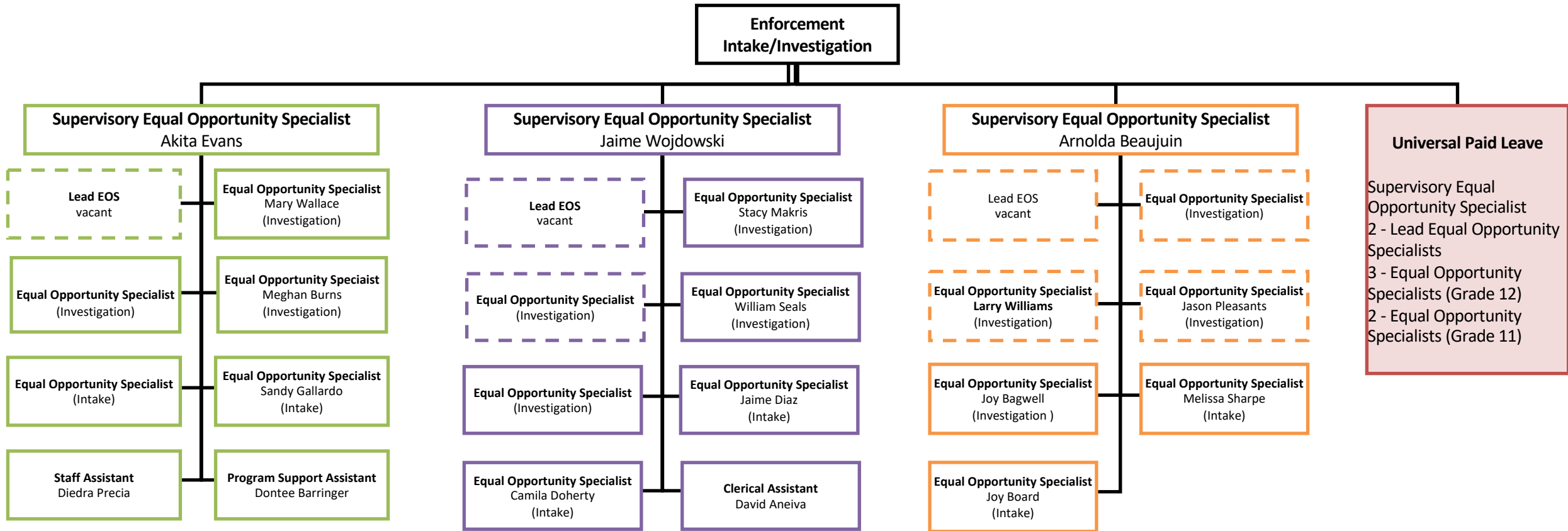
ATTACHMENT C
Response to Question #11 - 7 pages

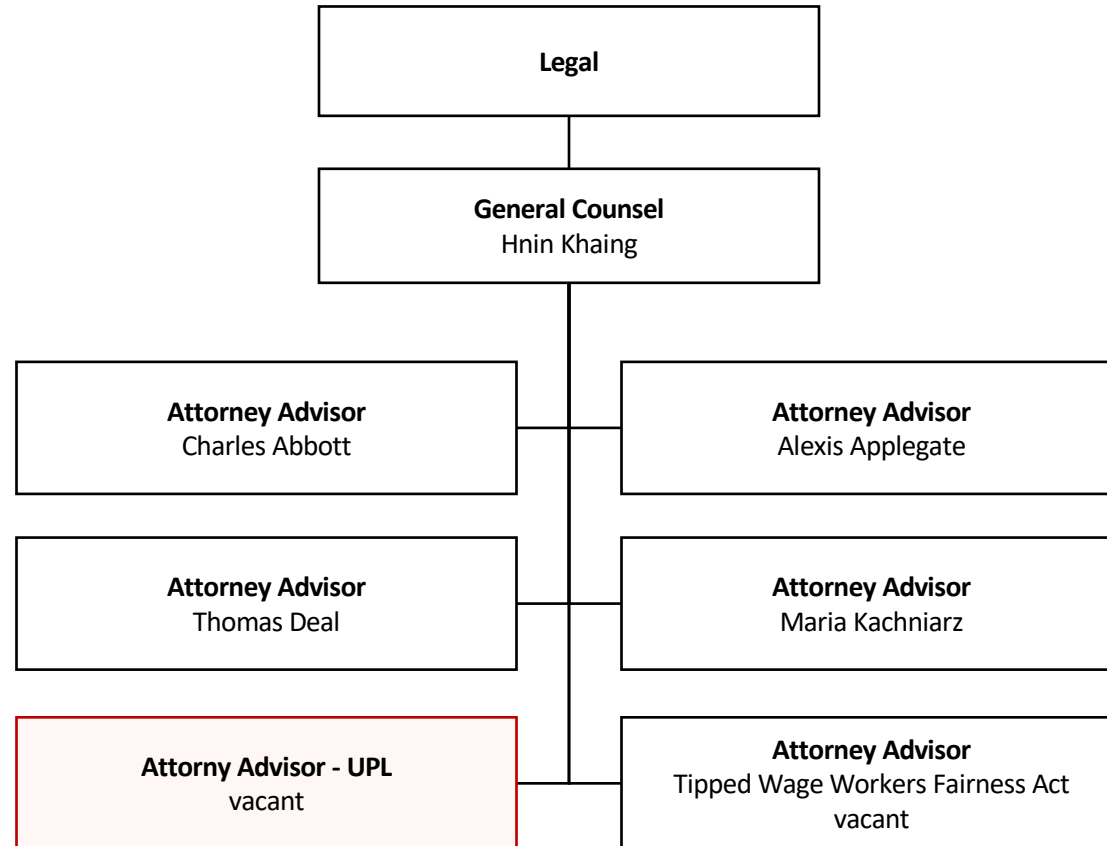


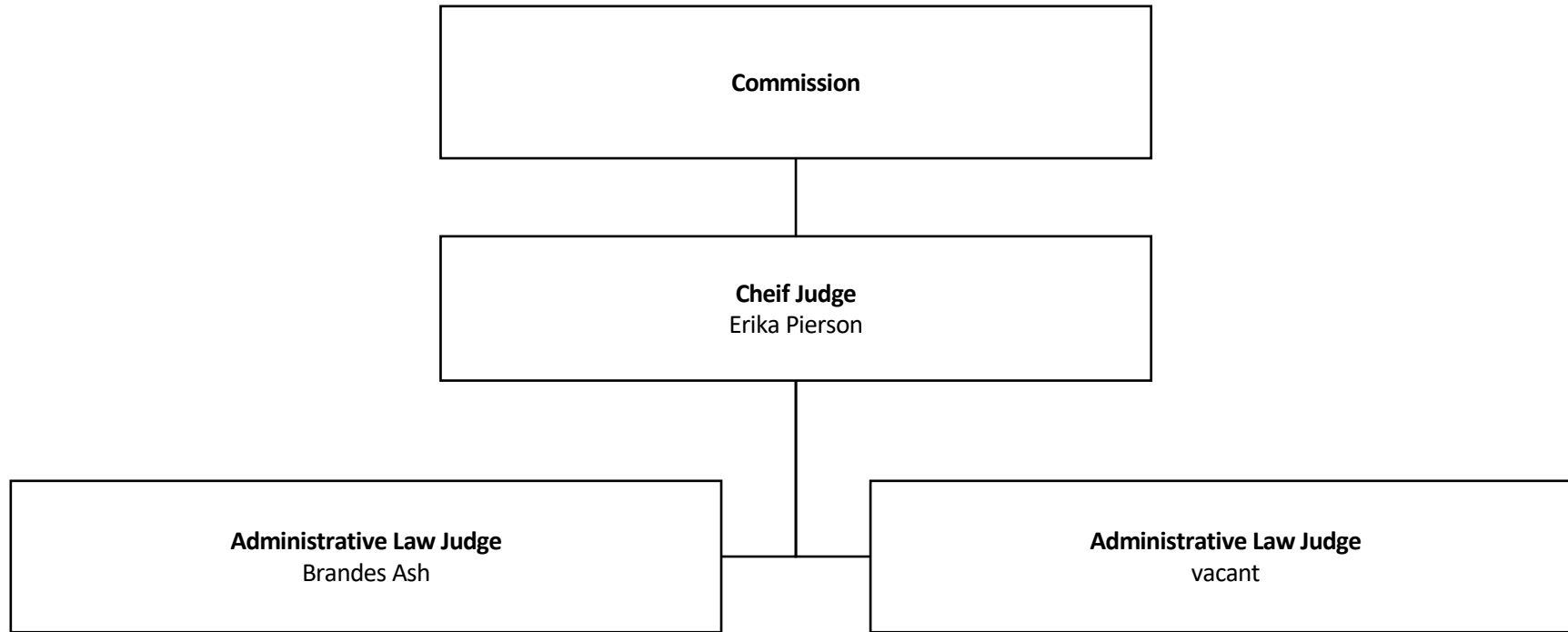












**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT D
Response to Question #12 - 1 page

dom09_3510759 (1) (2)

Item No	Title	Name	Hire Date	Proj/Term/Temp	Yes/No	Plgn Code	Activity	Sum of FTE a Day	Sum of Salary	Sum of Fringe
2669	Chief Administrative Law Judge	Person, Erik L.	12/10/2008	Reg	F	3010	3000	1	155,000.00	37,510.00
2669 Total									155,000.00	37,510.00
8600	Attorney Advisor	Aguiar, Alex	11/15/2014	Reg	F	2030	2000	1	101,047.00	24,433.37
8600 Total									101,047.00	24,433.37
7504	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	2030	2000	1	76,126.00	18,422.49
7504 Total									76,126.00	18,422.49
8447	Equal Opportunity Specialist	Shepa, Melissa C	7/24/2000	Reg	F	2030	2000	1	95,014.00	22,863.39
8447 Total									95,014.00	22,863.39
11480	Director, Ctr of Human Rights	Palacio, Monica	1/4/2021	Reg	F	1000	1000	1	168,113.00	40,925.35
11480 Total									168,113.00	40,925.35
13143	Administrative Law Judge	Adri Brander S.G.	10/13/2020	Reg	F	3010	3000	1	120,257.00	29,102.19
13143 Total									120,257.00	29,102.19
15852	Supervisory Equal Opportunity	Santiago, Albert	5/5/2013	Reg	F	2020	2000	1	112,842.80	27,307.95
15852 Total									112,842.80	27,307.95
20390	Staff Assistant	Rocha, Elena	2/4/2008	Reg	F	2030	2000	1	65,814.00	15,506.89
20390 Total									65,814.00	15,506.89
36097	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	2030	2000	1	76,126.00	18,422.49
36097 Total									76,126.00	18,422.49
37354	Supervisory Equal Opportunity	Smith, Evans, Aida M	10/18/2008	Reg	F	2030	2000	1	125,000.00	30,290.00
37354 Total									125,000.00	30,290.00
38822	Administrative Law Judge	(blank)	(blank)	Reg	V	3010	3000	1	87,703.00	21,224.13
38822 Total									87,703.00	21,224.13
38879	Lead Equal Opportunity Specal	(blank)	(blank)	Reg	V	2030	2000	0.85	74,547.50	18,340.21
38879 Total								0.15	13,155.45	3,183.62
41080	Administrative Support Special	Law, Ayanna E	10/10/2000	Reg	F	1000	1000	1	87,703.00	21,224.13
41080 Total									87,703.00	21,224.13
41740	SUPERVISORY ATTORNEY ADVISOR	Khong, Hon	3/23/2015	Reg	F	1000	1000	1	141,831.00	34,322.10
41740 Total									141,831.00	34,322.10
41759	Attorney Advisor	Alford, Charles L	10/28/2018	Reg	F	1000	1000	1	95,431.00	23,094.30
41759 Total									95,431.00	23,094.30
43879	Administrative Support Special	Arnold, Brent, Josephine Adreia	7/9/2007	Reg	F	1000	1000	1	126,887.00	30,709.07
43879 Total									126,887.00	30,709.07
44230	Language Access Program Dir	Carillo, Rosa	10/17/2018	Reg	F	2030	2000	1	121,025.00	29,288.05
44230 Total									121,025.00	29,288.05
48901	Deputy Director	(blank)	(blank)	Reg	V	2070	2000	1	141,128.00	34,132.84
48901 Total									141,128.00	34,132.84
48798	Staff Assistant	Prado, Dacia N	6/15/2004	Reg	F	2030	2000	1	66,342.00	16,780.75
48798 Total									66,342.00	16,780.75
47151	Lead Equal Opportunity Special	(blank)	(blank)	Reg	V	2030	2000	1	87,703.00	21,224.13
47151 Total									87,703.00	21,224.13
47458	Program Support Assistant (SA)	Hedgcock, Courtney	6/24/2019	Reg	F	2010	2000	1	48,896.00	11,832.83
47458 Total									48,896.00	11,832.83
48044	CLINICAL ASSISTANT OFFICE ALT	Anzola, David	11/05/2019	Reg	F	2010	2000	1	53,603.00	12,986.45
48044 Total									53,603.00	12,986.45
70176	Equal Opportunity Specialist	Taylor, Linda	5/16/2016	Reg	F	2030	2000	1	95,014.00	22,863.39
70176 Total									95,014.00	22,863.39
73181	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	2030	2000	1	76,126.00	18,422.49
73181 Total									76,126.00	18,422.49
73312	Public Affairs Specialist	Brown, Ryan Ivonne	7/6/2015	Term	F	2020	2000	1	80,848.00	19,565.22
73312 Total									80,848.00	19,565.22
75020	EQUAL OPPORTUNITY SPEC	Seals, William T.	1/22/2018	Reg	F	2030	2000	1	69,429.00	16,801.82
75020 Total									69,429.00	16,801.82
77754	Youth Inclusion Program Coordi	(blank)	(blank)	Reg	V	2080	2000	1	103,657.00	25,284.89
77754 Total								0.85	56,014.00	14,001.52
82306	EQUAL OPPORTUNITY SPEC	Calderon, Sandra E	1/30/2012	Reg	F	2010	2000	0.15	10,414.35	2,532.27
82306 Total									69,429.00	16,801.82
85349	EQUAL OPPORTUNITY SPEC	Strand, Jay	7/6/2019	Reg	F	2030	2000	1	69,429.00	16,801.82
85349 Total									69,429.00	16,801.82
85350	PROGRAM ANALYST (BILINGUAL)	Mandelstam Lopez, Heather P	4/13/2009	Reg	F	2030	2000	1	83,209.00	20,136.58
85350 Total									83,209.00	20,136.58
85502	EQUAL OPPORTUNITY SPEC	Chen, Vilmar, Jaime	11/15/2014	Reg	F	2030	2000	1	73,993.00	17,739.69
85502 Total									73,993.00	17,739.69
85503	Attorney Advisor	Chen, Thomas	10/3/2011	Reg	F	1000	1000	1	116,818.00	28,269.96
85503 Total									116,818.00	28,269.96
87608	EQUAL OPPORTUNITY SPEC	Donnelly, Camille G	4/27/2020	Term	F	2030	2000	1	61,521.00	14,888.08
87608 Total									61,521.00	14,888.08
87683	Program Support Assistant (SA)	Battaglini, Donnie	11/05/2015	Reg	F	2020	2000	1	52,074.00	12,801.91
87683 Total									52,074.00	12,801.91
91309	Supervisory Equal Opportunity	Shanjan, Mark Ananda	7/27/2020	Reg	F	2070	2000	1	120,000.00	29,540.00
91309 Total									120,000.00	29,540.00
91414	Equal Opportunity Specialist	Wallace, Mary	10/17/2016	Term	F	2030	2000	1	80,848.00	19,565.22
91414 Total									80,848.00	19,565.22
94109	Equal Opportunity Specialist	Mohamed, Fatma	10/16/2017	Reg	F	2010	2000	1	76,487.00	18,993.83
94109 Total									76,487.00	18,993.83
94120	EQUAL OPPORTUNITY SPEC	Mahin, Stacy L.	10/30/2017	Reg	F	2010	2000	1	80,848.00	19,565.22
94120 Total									80,848.00	19,565.22
94506	Attorney Advisor	(blank)	(blank)	Reg	V	2010	2000	1	84,199.00	20,376.16
94506 Total									84,199.00	20,376.16
94608	Equal Opportunity Specialist	Phillips, Shing	12/11/2007	Reg	F	2030	2000	1	87,381.00	21,279.30
94608 Total									87,381.00	21,279.30
96079	Special Assistant	Thomson, Charles B	2/7/2011	Reg	F	2030	2000	1	108,613.15	26,526.38
96079 Total									108,613.15	26,526.38
97330	Program Analyst	Vivary, Maya A	2/4/2019	Term	F	2070	2000	1	85,570.00	20,707.84
97330 Total									85,570.00	20,707.84
97398	Supervisory Public Affairs Spc	Franklin, Stephanie Thomas	8/30/2010	Reg	F	2070	2000	1	107,843.00	26,098.02
97398 Total									107,843.00	26,098.02
97399	Equal Opportunity Specialist	Burns, Meghan	9/5/2019	Reg	F	2030	2000	1	69,429.00	16,801.82
97399 Total									69,429.00	16,801.82
99718	Program Support Assistant	Kash, Ahmed H.	7/6/2020	Term	F	2030	2000	1	45,718.00	11,063.76
99718 Total									45,718.00	11,063.76
99902	Supervisory Equal Opportunity	Wright, Jaime A	1/18/2011	Reg	F	2030	2000	1	117,000.00	28,714.00
99902 Total									117,000.00	28,714.00
99913	Equal Opportunity Specialist	Shagwell, Jay	3/16/2020	Reg	F	2030	2000	1	63,498.00	15,366.52
99913 Total									63,498.00	15,366.52
100100	Attorney Advisor	(blank)	(blank)	Reg	V	2030	2000	1	84,199.00	20,376.16
100100 Total									84,199.00	20,376.16
102008	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	2010	2000	1	76,126.00	18,422.49
102008 Total									76,126.00	18,422.49
102009	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	2010	2000	1	76,126.00	18,422.49
102009 Total									76,126.00	18,422.49
102010	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	2010	2000	1	76,126.00	18,422.49
102010 Total									76,126.00	18,422.49
102078	Equal Opportunity Specialist	Williams, Jr, Larry	2/16/2021	Reg	F	2010	2000	1	83,209.00	20,136.58
102078 Total									83,209.00	20,136.58
102079	Equal Opportunity Specialist	Magee, Ellen	2/16/2021	Term	F	2010	2000	1	83,209.00	20,136.58
102079 Total									83,209.00	20,136.58
102080	Equal Opportunity Specialist	Rosenburt, Jason	1/25/2016	Term	F	2010	2000	1	80,848.00	19,565.22
102080 Total									80,848.00	19,565.22
102081	Equal Opportunity Specialist	Mosely, Cathryn	9/5/2019	Reg	F	2010	2000	1	76,487.00	18,993.83
102081 Total									76,487.00	18,993.83
102082	Public Affairs Specialist	(blank)	(blank)	Reg	V	2070	2000	1	76,126.00	18,422.49
102082 Total									76,126.00	18,422.49
102083	Public Affairs Specialist	(blank)	(blank)	Reg	V	1000	1000	1	61,521.00	14,888.08
102083 Total									61,521.00	14,888.08
102084	Training Specialist	(blank)	(blank)	Reg	V	1060	1000	1	76,126.00	18,422.49
102084 Total									76,126.00	18,422.49
102085	Supervisory Equal Opportunity	(blank)	(blank)	Reg	V	1030	1000	1	103,657.00	25,284.89
102085 Total									103,657.00	25,284.89
102097	Training Specialist	(blank)	(blank)	Reg	V	1060	1000	1	76,126.00	18,422.49
102097 Total									76,126.00	18,422.49
102098	Lead Equal Opportunity Specal	(blank)	(blank)	Reg	V	1060	1000	1	87,703.00	21,224.13
102098 Total									87,703.00	21,224.13
102099	Lead Equal Opportunity Special	(blank)	(blank)	Reg	V	1060	1000	1	87,703.00	21,224.13
102099 Total									87,703.00	21,224.13
102099	Attorney Advisor	(blank)	(blank)	Reg	V	1090	1000	1	84,199.00	20,376.16
102099 Total									84,199.00	20,376.16
102041	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	1060	1000	1	76,126.00	18,422.49
102041 Total									76,126.00	18,422.49
102042	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	1060	1000	1	76,126.00	18,422.49
102042 Total									76,126.00	18,422.49
102043	Equal Opportunity Specialist	(blank)	(blank)	Reg	V	1060	1000	1	76,126.00	18,422.49
102043 Total										

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT E

Response to Question #15 - 3 pages

Salary	(Multiple Items)
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Posn Nbr	Title	Name
2569	Chief Administrative Law Judge	Pierson,Erika L
2569 Total		
5609	Attorney Advisor	Applegate,Alexis
5609 Total		
11483	Director, Ofc of Human Rights	Palacio,Monica
11483 Total		
13143	Administrative Law Judge	Ash,Brandes S.G.
13143 Total		
15852	Supervisory Equal Opportunity	Santiago,Albert
15852 Total		
41680	Administrative Support Special	Lee,Ayanna E
41680 Total		
41743	SUPERVISORY ATTORNEY ADVISOR	Khaing,Hnin
41743 Total		
43673	Administrative Support Special	Ansah Brew,Josephine Adwoa
43673 Total		
44235	Language Access Program Dir	Carrillo,Rosa
44235 Total		
45901	Deputy Director	(blank)
45901 Total		
77754	Youth Inclusion Program Coordi	(blank)
77754 Total		
85503	Attorney Advisor	Deal,Thomas
85503 Total		
91369	Supervisory Equal Opportunity	Beaujuin,Marie Arnolda
91369 Total		
95079	Special Assistant	Thornton,Charles B
95079 Total		
97396	Supervisory Public Affairs Spc	Franklin,Stephanie Theresa
97396 Total		
99902	Supervisory Equal Opportunity	Wojdowski,Jaime A
99902 Total		
Grand Total		

Hire Date	Reg/Temp/Term	Vac Stat	Prgm Code	Activity
12/10/06	Reg	F	3010	3000
12/15/14	Reg	F	2030	2000
1/4/21	Reg	F	1090	1000
10/13/20	Reg	F	3010	3000
5/6/13	Reg	F	2020	2000
10/10/00	Reg	F	1090	1000
3/23/15	Reg	F	1060	1000
7/9/07	Reg	F	1090	1000
12/17/18	Reg	F	2030	2000
(blank)	Reg	V	2070	2000
(blank)	Reg	V	2085	2000
10/24/11	Reg	F	1060	1000
12/7/20	Reg	F	2070	2000
2/7/11	Reg	F	2030	2000
8/30/10	Reg	F	2070	2000
1/18/11	Reg	F	2030	2000

Values		
Sum of FTE x Dist %	Sum of Salary	Sum of Fringe
1.00	155,000.00	37,510.00
1.00	155,000.00	37,510.00
1.00	101,047.00	24,453.37
1.00	101,047.00	24,453.37
1.00	169,113.00	40,925.35
1.00	169,113.00	40,925.35
1.00	120,257.00	29,102.19
1.00	120,257.00	29,102.19
1.00	112,842.80	27,307.96
1.00	112,842.80	27,307.96
1.00	133,537.00	32,315.95
1.00	133,537.00	32,315.95
1.00	141,831.00	34,323.10
1.00	141,831.00	34,323.10
1.00	126,897.00	30,709.07
1.00	126,897.00	30,709.07
1.00	121,025.00	29,288.05
1.00	121,025.00	29,288.05
1.00	141,128.00	34,152.98
1.00	141,128.00	34,152.98
1.00	103,657.00	25,084.99
1.00	103,657.00	25,084.99
1.00	116,818.00	28,269.96
1.00	116,818.00	28,269.96
1.00	120,000.00	29,040.00
1.00	120,000.00	29,040.00
1.00	109,613.15	26,526.38
1.00	109,613.15	26,526.38
1.00	107,843.06	26,098.02
1.00	107,843.06	26,098.02
1.00	117,000.00	28,314.00
1.00	117,000.00	28,314.00
16.00	1,997,609.01	483,421.38

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT F

Response to Question #18(b) - 81 pages

COMPENSATION AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA

AND

THE OFFICE OF THE ATTORNEY GENERAL

AND

THE AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES, LOCAL 1403,

AFL-CIO

EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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PREAMBLE

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

ARTICLE 1 RECOGNITION

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

ARTICLE 2 WAGES

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

SECTION A -- FY 2018:

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

SECTION B -- FY 2019:

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

SECTION C -- FY 2020:

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

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

ARTICLE 2A BONUSES

SECTION A – FY 2018:

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

SECTION B -- FY 2019:

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

SECTION C -- FY 2020:

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

ARTICLE 2B SATURDAY AND HOLIDAY PAY

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

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

ARTICLE 3 BENEFITS COMMITTEE

SECTION A – General:

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

SECTION B – Purpose:

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

SECTION C – Responsibilities:

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

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

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

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

SECTION D – Maintenance of Benefits:

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

SECTION E – Additional Benefits:

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

ARTICLE 4 BENEFITS

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

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

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

SECTION A -- Life Insurance:

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

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

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

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

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

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

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

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

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

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

SECTION B -- Health Insurance:

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

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

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

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

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

SECTION C – Optical and Dental:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement. District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of

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

SECTION D – Short and Long Term Disability:

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

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

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

SECTION E – Indemnity Benefits:

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

SECTION F -- Annual Leave:

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

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

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

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

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

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

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

SECTION G – Sick Leave:

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

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

3. An employee may use sick leave to:

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

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

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

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

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

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

SECTION H – Other Forms of Leave:

1. Military Leave: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m)(2014 Repl.).

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

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

3. Funeral Leave:

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

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

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

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

SECTION I -- Pre-Tax Benefits:

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

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

SECTION J – Retirement:

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

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

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

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

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

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

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

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

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

SECTION K – Holidays:

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

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

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

SECTION L – Benefits Levels:

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

ARTICLE 5 COMPENSATORY TIME

SECTION A:

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

SECTION B:

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

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

SECTION C:

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

ARTICLE 6 MONTHLY TRANSIT SUBSIDY

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

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

SECTION A – Parking Spaces:

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

SECTION B – Mileage Allowance:

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

SECTION C – Use of Personal Vehicles:

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

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

SECTION D – Reimbursement for Use of Personal Vehicles:

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

SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

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

SECTION F – Metro Fare Cards:

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

SECTION G – Availability of Fleet Vehicles:

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

ARTICLE 8 SICK LEAVE INCENTIVE PROGRAM

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

SECTION A – Accrual:

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

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

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

SECTION B – Employees in a Non-pay Status:

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

SECTION C – Procedure for Use of Time Accrued:

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

SECTION D – Use of Time Accrued:

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

SECTION E – Part Time Employees:

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

ARTICLE 9 ANNUAL LEAVE BUY-OUT

SECTION A – Payment for Annual Leave:

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

SECTION B – Computation:

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

ARTICLE 10 BACK PAY

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

ARTICLE 11 WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS

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

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

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURES

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

ARTICLE 13 SAVINGS CLAUSE

SECTION A:

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

SECTION B:

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

ARTICLE 14 DURATION AND FINALITY

SECTION A -- Effective Date:

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

SECTION B – Finality:

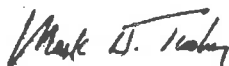
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues that were or could have been negotiated.

ARTICLE 15 INCORPORATION OF NON-COMPENSATION AGREEMENT

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

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

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



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

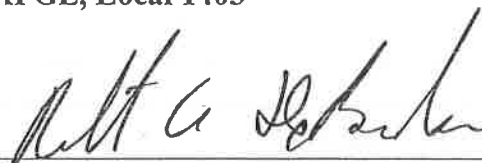


**Karl A. Racine, Attorney General
Office of the Attorney General**

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




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




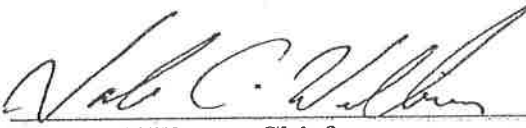
**Robert A. DeBerardinis, Vice President
AFGE, Local 1403**

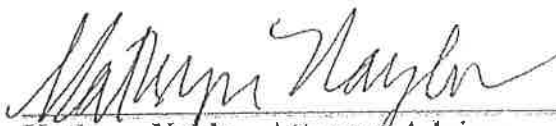
On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

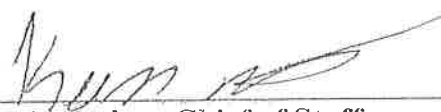
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


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


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

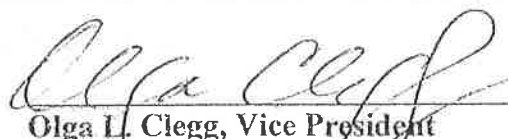

Nadine Wilburn, Chief
Personnel, Labor & Employment Division
Office of the Attorney General



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



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



Asha Bryant, Attorney Advisor
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Bargaining

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


Olga L. Clegg, Vice President
AFGE, Local 1403


Anne Hollander
AFGE, Local 1403

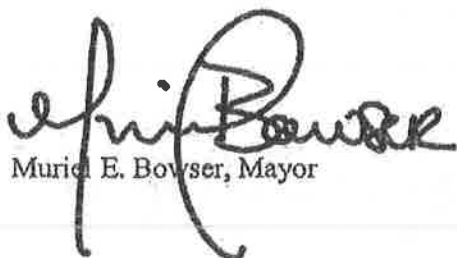

Beth-Sherri Akyereko
AFGE, Local 1403


Dave Rosenthal
AFGE Local 1403


Marie-Claire Brown
AFGE Local 1403

APPROVAL

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


Muriel E. Bowser, Mayor

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



Fiscal Year:	2020	Service Code Definition:	Attorneys (includes both OAG and other agencies)
Effective Date:	October 13, 2019		
Union/Nonunion:	Union	Affected CBU/Service Code(s):	BQA A35
Pay Plan/Schedule:	LS (Legal Service)		
Peoplesoft Schedule:	LA0002		
% Increase:	1.80%		
Resolution Number:			
Date of Resolution:			

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

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



Fiscal Year: 2019 Service Code Definition: Attorneys (includes both OAG and other agencies)

Effective Date: October 14, 2018

Union/Nonunion: Union Affected CBU/Service Code(s): BQA A35

Pay Plan/Schedule: LS (Legal Service)
Peoplesoft Schedule: LA0002

% Increase: 1.80%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	Steps	6	7	8	9	10	Between Steps
09 \$	57,034	\$ 58,936	\$ 60,838	\$ 62,740	\$ 64,642	\$ 66,544	\$ 68,446	\$ 70,348	\$ 72,250	\$ 74,152	1,902
10 \$	62,812	\$ 64,906	\$ 67,000	\$ 69,094	\$ 71,188	\$ 73,282	\$ 75,376	\$ 77,470	\$ 79,564	\$ 81,658	2,094
11 \$	69,002	\$ 71,306	\$ 73,610	\$ 75,914	\$ 78,218	\$ 80,522	\$ 82,826	\$ 85,130	\$ 87,434	\$ 89,738	2,304
12 \$	82,708	\$ 85,467	\$ 88,226	\$ 90,985	\$ 93,744	\$ 96,503	\$ 99,262	\$ 102,021	\$ 104,780	\$ 107,539	2,759
13 \$	98,362	\$ 101,640	\$ 104,918	\$ 108,196	\$ 111,474	\$ 114,752	\$ 118,030	\$ 121,308	\$ 124,586	\$ 127,864	3,278
14 \$	116,228	\$ 120,104	\$ 123,980	\$ 127,856	\$ 131,732	\$ 135,608	\$ 139,484	\$ 143,360	\$ 147,236	\$ 151,112	3,876
15 \$	136,728	\$ 141,283	\$ 145,839	\$ 150,394	\$ 154,950	\$ 159,505	\$ 164,061	\$ 168,616	\$ 173,172	\$ 177,728	Varies

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



Fiscal Year:	2018	Service Code Definition:	Attorneys (includes both OAG and other agencies)
Effective Date:	October 1, 2017		
Union/Nonunion:	Union	Affected CBU/Service Code(s):	BQA A35
Pay Plan/Schedule:	LS (Legal Service)		
Peoplesoft Schedule:	LA0002		
% Increase:	1.80%		
Resolution Number:			
Date of Resolution:			

Grade	1	2	3	4	Steps	6	7	8	9	10	Between Steps
09 \$	56,027 \$	57,895 \$	59,763 \$	61,631 \$	63,499 \$	65,367 \$	67,235 \$	69,103 \$	70,971 \$	72,839 \$	1,868
10 \$	61,701 \$	63,758 \$	65,815 \$	67,872 \$	69,929 \$	71,986 \$	74,043 \$	76,100 \$	78,157 \$	80,214 \$	2,057
11 \$	67,783 \$	70,046 \$	72,309 \$	74,572 \$	76,835 \$	79,098 \$	81,361 \$	83,624 \$	85,887 \$	88,150 \$	2,263
12 \$	81,246 \$	83,956 \$	86,666 \$	89,376 \$	92,086 \$	94,796 \$	97,506 \$	100,216 \$	102,926 \$	105,636 \$	2,710
13 \$	96,623 \$	99,843 \$	103,063 \$	106,283 \$	109,503 \$	112,723 \$	115,943 \$	119,163 \$	122,383 \$	125,603 \$	3,220
14 \$	114,171 \$	117,979 \$	121,787 \$	125,595 \$	129,403 \$	133,211 \$	137,019 \$	140,827 \$	144,635 \$	148,443 \$	3,808
15 \$	134,310 \$	138,785 \$	143,260 \$	147,735 \$	152,210 \$	156,685 \$	161,160 \$	165,635 \$	169,043 \$	171,434 \$	Varies

MASTER AGREEMENT

BETWEEN

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 20,
AFL-CIO**

AND

**THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA**

EFFECTIVE THROUGH SEPTEMBER 30, 2010

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PREAMBLE

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title I, Chapter 6, Subchapter 1, D.C. Official Code § 1-601.02) states that the Council of the District of Columbia declares that it is the purpose and policy of this act to assure that the District of Columbia Government shall have a modern flexible system of public personnel administration, which shall “provide for a positive policy of labor-management relations including collective bargaining between the District of Columbia and its employees”

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.01) states [t]he District of Columbia Government finds and declares that an effective collective bargaining process is in the general public interest and will improve the morale of public employees and the quality of service to the public.

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.01(b) provides for collective bargaining between the Mayor of the District of Columbia and labor organizations accorded exclusive recognition for employee representation for employees of the District of Columbia Government.

Pursuant to the District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.10), various local unions or District Council 20 of the American Federation of State, County and Municipal Employees, AFL-CIO, (herein “AFSCME” or the “Union”) have been certified and/or recognized as the exclusive collective bargaining agent for employees of the District of Columbia Government (hereinafter the “District” or the “Employer”).

Accordingly, AFSCME and the District enter into this Agreement, which shall have as its purposes:

- (1) Promotion of a positive policy of labor-management relations between the District of Columbia Government and its employees;
- (2) Improvement of morale of employees in service to the District of Columbia Government;
- (3) Enhancement of the quality of public service to the citizens of the District of Columbia;
- (4) Creation of a government that works better; and
- (5) Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation.

AFSCME and the District of Columbia Government declare that each party has been afforded the opportunity to put forth all its non-compensation proposals and to bargain in good faith. Both parties agree that this Agreement is the result of their collective bargaining and each party affirms its contents without reservation. This Preamble is intended to provide the background and purpose of the Collective Bargaining Agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

ARTICLE 1

RECOGNITION

Section 1 – Recognition:

The District of Columbia Government (hereinafter referred to as the “District” or “Employer”) hereby recognizes as the sole and exclusive representative for the purpose of collective bargaining, the American Federation of State, County and Municipal Employees, AFL-CIO, District of Columbia District Council 20, and its affiliated Local Unions (hereinafter referred to collectively as the "Union" or "AFSCME") for each of the bargaining units under the personnel authority of the Mayor for which AFSCME is the certified collective bargaining representative.

Section 2 - Bargaining Units Descriptions:

This Agreement may also include agencies with independent personnel authority if they have executed an addendum opting to be covered by the provisions herein.

Section 3 - Coverage:

AFSCME, the certified exclusive representative of all employees in the bargaining unit referenced above, shall be responsible for representing the interests of employees in the units without discrimination as to membership; provided, however, that an employee who does not pay dues or service fees may be required by the Union to pay reasonable costs for personal representation.

Section 4 – New Units:

Bargaining units of employees under the administrative jurisdiction of the Mayor of the District of Columbia certified during the term of this Agreement shall be covered by the provisions of this Agreement, if agreed to by the parties.

Section 5 – Unit Clarification(s):

The Union and the Employer shall file a Joint Petition with the Public Employee Relations Board (hereinafter referenced as PERB) to clarify and correct inaccuracies contained on the current unit certifications. Prior to filing of the joint petition, the Union and Employer shall confer on the revised unit descriptions.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1 – Management Rights in Accordance with the Comprehensive Merit Personnel Act (CMPA):

(a) Management's rights shall be administered consistent with D.C. Official Code §1-617.08, 2001 edition as amended.

(b) All matters shall be deemed negotiable except those that are proscribed by this subchapter. Negotiations concerning compensation are authorized to the extent provided in Sections 1-617.16 and 1-617.17.

Section 2 - Impact of the Exercise of Management Rights:

Management rights are not subject to negotiations; however, in the Employer's exercise of such rights, the Union may request the opportunity to bargain the impact and effects, where there has been an adverse impact upon employees regarding terms and conditions of employment.

ARTICLE 3

UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent:

The District shall not negotiate with any other employee organization or group with reference to terms and/or conditions of employment for employees represented by AFSCME. AFSCME shall have the right of unchallenged representation in its bargaining units for the duration of this Agreement in accordance with PERB Interim Rules, Section 502.9(b).

Section 2 – Meeting Space:

Upon request at least one day in advance, the Employer will provide meeting space as available for bargaining unit business. Except as provided elsewhere in this Agreement, meetings will be held on the non-work time of all 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 3 – Access to Employees:

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon

such employees' reporting to their work site within thirty (30) calendar days of employees' appointment or reappointment.

Section 4 - Dues Checkoff:

The Employer agrees to deduct union dues bi-weekly from the pay of employee members upon proper authorization. The employee must complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of District Council 20. 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 will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer within the thirty (30) calendar day period prior to the anniversary date of this Agreement. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 5 of this Article.

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 shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the employees in the unit are members of the Union.

Section 6 – Cost of Processing:

The Employer shall deduct \$.05 per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted. This amount represents the fair value of the cost to the Employer for performing the administrative services and is payable to the Office of Labor Relations and Collective Bargaining.

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, which 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.

ARTICLE 4

LABOR-MANAGEMENT MEETINGS

Section 1 – Labor-Management Partnerships:

Consistent with the principles of the D.C. Labor-Management Partnership Council, the parties agree to establish and support appropriate partnerships within the individual agencies covered by this Agreement. The purpose of such partnership will be to promote labor-management cooperation within a high-quality work environment designed to improve the quality of services delivered to the public.

Agency partnership should ordinarily be made up of equal numbers of high-level officials of labor and management who will meet regularly to consider such issues as they choose to discuss. Decisions by the partnership are by consensus only.

Section 2 – Labor-Management Contract Review Committee:

Appropriate high-level management and union representatives shall meet at least monthly, at either party's request, to discuss problems covering the implementation of this Agreement. The findings and recommendations of the Contract Review Committee will be referred to the Director for action. The Director or his/her designee shall respond in writing to any written finding and recommendation of the committee within a reasonable period.

ARTICLE 5

DISCRIMINATION

Section 1 – General Provisions:

The Employer agrees that it will 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 of the District Government has the right, freely and without fear of penalty or reprisal:

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

Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation, or as otherwise provided by law.

Section 2 – Equal Employment Practices:

The Employer agrees to vigorously continue the implementation of its Equal Employment opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Department/Agency's Affirmative Action Plan will be observed. Progress reports will be sent to the Union periodically as to the implementation of the Affirmative Action Plan.

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Department's Affirmative Action Counselors, and be permitted to meet with Department EEO officials to discuss implementation of the Affirmative Action Plan including Departmental policies and programs.

Vacancy Announcements for Departmental vacancies shall be posted at all work locations. One copy of the notice shall be supplied to appropriate Union Shop Stewards.

Section 3 – Discrimination Charges:

Any charges of discrimination shall be considered by the appropriate administrative agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

ARTICLE 6

UNION RIGHTS AND RESPONSIBILITIES

Section 1 – Union Stewards:

Union Stewards shall be designated by the Union and shall be recognized as employee representatives. Union Stewards shall be employed at the same work area or shift as employees they are designated to represent. When a union steward is transferred by an action of management (not including promotion or transfer at the employee's request), the steward may continue to act as a steward for his/her former work site for a period not to exceed 45 days from original notification. The Union will supply the Employer with lists of stewards' names, which shall be posted on appropriate bulletin boards. The Union shall notify the Employer of changes in the roster of Stewards. Stewards are authorized to perform and discharge union duties and responsibilities, which may be assigned to them under the terms of this Agreement.

Section 2 – Performance of Duties:

Stewards shall obtain permission from their immediate supervisors prior to leaving their work assignments to properly and expeditiously carry out their duties during a reasonable amount of official time to be estimated in advance whenever possible. Before attempting to see an employee, the Steward will obtain permission from the employee's supervisor. Such permission will be granted unless the employee cannot be immediately relieved from his assigned duties, in which case permission will be granted as soon as possible thereafter. If the immediate supervisor is unavailable, permission will be requested from the next highest level of supervision. Requests by Stewards for permission to meet with employees and/or by employees to meet with Stewards will not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited and the general purpose of the visit i.e., grievance investigation, labor-management meetings, negotiation sessions, etc.

A Steward thus engaged will report back to his/her supervisor on completion of such duties and return to their job. The employer agrees that there shall be no restraint, interference, coercion, or discrimination against a Steward in the performance of such duties.

Section 3 – Union Activities on Employer's Time and Premises:

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, in accordance with Article 6 of this Agreement, Union representatives shall be allowed to:

- A. Post Union notices on designated Union bulletin boards (with a copy given to the Employer);
- B. Attend negotiation meetings;
- C. Transmit communications authorized by the District Council and Local Union or its officers to the Employer or his/her representative;
- D. Consult with the Employer or his/her representative, District Council and Local Union Officers, other Union representatives or employers, concerning the enforcement of any provisions of this Agreement, and other Labor-Management activities. Official time does not include internal Union activities; and
- E. Solicitation of Union membership and distribution of literature shall be confined to the non-working time of all employees involved and out of sight of the public.

Section 4 – Visits by Union Representatives:

The Employer agrees that representatives of the American Federation of State, County and Municipal Employees whether local, Union representatives, District council representatives, or

International representatives shall have full and free access except in secured areas, to the premises of the Employer at any time during working hours to conduct Union business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause minimal disruption of the work activities.

Section 5 – Union Insignia:

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 uniforms, except for uniformed police.

Section 6 – Official Time:

Union representatives who engage in labor management activities during working hours shall indicate on the "Official Time Report" the activity performed. No Union representative will be disadvantaged in the assessment of his/her performance based on use of documented official time while conducting labor management business.

1	Labor negotiations.
2	Contacts between employee representatives and employees provided for in the negotiated grievance procedure.
3	Grievance meetings and arbitration hearings.
4	Disciplinary or adverse action meetings, if the Union is designated as representative of the employee.
5	Attendance at an examination of an employee who reasonably believe he or she may be the subject of a disciplinary or adverse action and the employee has requested representation.
6	Attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.
7	Attendance at meetings between the Employer and the Union.
8	Attendance at agency recognized/sponsored activities to which the Union has been invited.

Distribution: Original to Office of Labor Relations & Collective Bargaining
Copy kept by Supervisor & Union Representative

ARTICLE 7

DISCIPLINE

Section 1:

Discipline shall be imposed for cause, as provided in the D.C. Official Code § 1-616.51 (2001 ed.).

Section 2:

For the purposes of this Article, discipline shall include the following:

- a. **Corrective Actions:** Written reprimands or suspensions of nine (9) days or less;
- b. **Adverse Actions:** Removal, suspension for more than nine (9) days; or a reduction in rank or grade or pay for cause.

Section 3:

Discipline will be appropriate to the circumstances, and shall be primarily corrective, rather than punitive in nature. After discovery of the incident, the investigations shall be conducted in a timely manner and discipline shall be imposed upon the conclusion of any investigation or the gathering of any required documents, consistent with the principle of progressive discipline and D.C. Office of Personnel regulations.

Section 4:

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

Section 5:

Unless there is a reasonable cause to believe that an employee's conduct is an immediate hazard to the agency, the employee or other employees, or is detrimental to public health, safety or welfare, an employee against whom adverse action is proposed shall be entitled to at least thirty (30) days advance written notice of proposed adverse action (or fifteen (15) days if corrective action is proposed). The notice will identify the causes and the reasons for the proposed action.

Section 6:

Recognizing that the Union is the exclusive representative of the employees in the bargaining unit, the Department shall in good faith attempt to notify the Union of proposed disciplinary actions. Each Department shall notify the union of the method of notification. Further the Employer agrees

to notify the employee of his or her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and his/her authorized representatives for review. The employee or his/her authorized representative will be entitled to receive a copy of the material upon written request.

Any information that cannot be disclosed to the employee, his representative, or physician shall not be used to support the proposed action.

Section 7:

Except in the special circumstances referred to in Section 5 above, an employee shall be entitled to at least ten (10) workdays to answer the notice of proposed corrective or adverse action. If the proposed action is removal, the employee shall upon request, be granted an opportunity to be heard prior to a final decision. This opportunity to be heard shall be afforded by a person designated by the agency head. This person shall not be in the supervisory chain between the proposing and/or deciding official(s) and shall not be subordinate to the proposing official. This person shall review the employee's answer, discuss the proposed action with the employee and/or his representative and appropriate representatives of the Employer and make a recommendation to the deciding official who will act upon the recommendation, as he/she deems proper.

Section 8:

The person proposing a disciplinary action shall not be the deciding official unless the proposing official is the agency head or Director of Personnel.

Section 9:

Except in the special circumstances referred to in Section 5 above, an employee against whom a corrective or adverse action has been proposed shall be kept in an active duty status during the notice period.

Section 10:

The deciding official shall issue a written decision within forty-five (45) calendar days from the date of receipt of the notice of proposed action which shall withdraw the notice of proposed action or sustain the proposed action in whole or in part. The forty-five (45) day period for issuing a final decision may be extended by agreement of the employee and the deciding official. If the proposed action is sustained in whole or in part, the written decision shall identify which causes have been sustained and which have been dismissed, describe whether the proposal penalty has been sustained or reduced and inform the employee of his or her right to appeal or grieve the decision, and the right to be represented. The final decision shall also specify the effective date of this action.

Section 11:

In any circumstance in which the Employer has reasonable cause to believe that an employee's conduct is an immediate hazard to the employing agency, to the employee involved or other employees, or is detrimental to public health, safety or welfare the Employer may place an employee on administrative leave whether or not notice of proposed action has been given to the employee.

Section 12:

Notice of final decision, dated and signed by the deciding official, shall be delivered to the employee on or before the time the action is effective. If the employee is not in a duty status at that time, the notice shall be sent to the employee's last known address by certified or registered mail.

Section 13:

Except as provided in Section 14 of this Article, employees may grieve actions through the negotiated grievance procedure, or appeal to the office of Employee Appeals (OEA) in accordance with OEA regulations but not both. Once the employee has selected the review procedure, that choice shall be the exclusive method of review.

Section 14:

The removal of an employee during his or her probationary period is neither grievable nor appealable and shall be done in accordance with the DPM.

Section 15:

If a final decision is grieved through the negotiated grievance procedure a written grievance shall be filed with the deciding official within fifteen (15) workdays after the effective date of the action.

Section 16 – Troubled Employees:

In appropriate cases, consideration shall be given to correcting the problem through the D.C. Consultation and Counseling Service. When the District implements a new employee assistance program, this shall take the place of the D.C. Consultation and Counseling Service.

Section 17:

Whenever an employee is questioned by a supervisor with respect to a matter for which a disciplinary action is intended against the employee, the employee may, upon request, consult with a union official or other representative. Upon such request, the supervisor will stop the questioning until the employee can consult with such representative, but in no event will such questioning be

delayed beyond the end of the employee's following shift. When and if questioning is resumed, an employee may have a union official or other representative present.

ARTICLE 8

TRAINING AND CAREER LADDER

Section 1 – Basic Training:

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer's expense and, if possible, during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with the Compensation Units 1 and 2 Agreement. Continued training shall be within budgetary constraints.

Section 2 - Continued Training Opportunities:

The Employer will encourage and assist employees in obtaining career related training and education outside the Department by collecting and posting current information available on training and educational opportunities. The Employer will inform employees of time or expense assistance the Employer may be able to provide.

Section 3 - Career Ladder:

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings. Career ladder promotions when effected, shall be in accordance with DPM Chapter 8, Part II, Subpart 8, and Appendix A.

Section 4 - Experience Verification:

When an institution of higher learning provides credit for on-the-job experience, the Employer will, at the request of the employee, provide pertinent information to verify the employee's experience with the District. The employee shall provide the relevant documents and information necessary for the release of the employee's information to the relevant institution.

Section 5 - Union Sponsored Career Advancement Programs:

Management and the Union support the objective of meaningful career advancement for District Government workers in the areas of promotion, transfers and filling of vacancies. In keeping with this objective, the Union will investigate and develop programs to enhance opportunities for

career advancement such as: career counseling services; placement of career planning resource materials on site; correspondence course arrangements with area colleges, universities, vocational and technical schools; and workshops on resume writing and interview skills.

Programs that are developed will be presented and discussed during appropriate labor-management committee meetings for review and consideration.

ARTICLE 9

SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The District shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Employer will make every effort to provide and maintain safe working conditions. AFSCME 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 Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended). The District will promptly make every effort to qualify its plan under the Occupational Safety and Health Administration (OSHA) as established by the U.S. Department of Labor.

C. The District shall furnish and maintain each work place in accordance with standards provided within this Section.

Section 2 - Employees Working Alone:

Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery are to be handled, or in known dangerous situations whenever the health and safety of an employee would be endangered by working alone.

Section 3 - Corrective Actions:

A. If an employee observes a condition, which he or she, believes to be unsafe, the employee should report the condition to the immediate supervisor.

B. If the supervisor and employee agree 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.

C. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her AFSCME representative, and shall make a determination.

D. Employees shall not be required to operate equipment that has been determined by the Employer or the appropriate D.C. Safety Officer to be unsafe to use, when by doing so they might injure themselves or others.

Section 4 - Medical Service: On-the-Job Injury:

A. The District shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the District shall arrange immediately for transportation to an appropriate medical facility.

B. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate agency officials.

Section 5 - Safety Devices and Equipment:

Protective devices and protective equipment shall be provided by the District and shall be used by the employees.

Section 6 - Safety Training:

A. The District shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Safety Committee established in Section 8(A).

B. The District shall provide CPR training to all employees who request such training.

Section 7 - Information on Toxic Substances:

Employees who have been identified by the Safety Committee and the Department or District Safety Officer as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government standards shall receive appropriate health screening. In the absence of District Government standards, the Safety Committee and Safety Officer will refer to standards established by other appropriate authorities such as Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH) or the Environmental Protection Agency (EPA).

Section 8 - Safety Committees:

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency.

B. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the Agency's representative.

C. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;

3. Receive appropriate health and safety training.

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

E. In departments/agencies where there is more than one Local Union, there shall be a safety committee for each Local Union, unless otherwise agreed upon.

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

Section 9 - Medical Qualification Requirements:

The District agrees to abide by the provisions of Chapter 8, Sections 848.19 and 848.20 of the D.C. Personnel Regulations as published in the D.C. Register, Volume 32, April 5, 1985 (32 DCR 1858, 1911).

Section 10 - Light Duty:

A. The District agrees to provide light duty assignments for Employees injured on the job to the extent that such light duty is available as follows:

1. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairments and the type of light duty he or she is capable of performing.

2. The Employee will be given light duty assignments for which he or she is qualified, initially within his or her own Bureau or organizational unit. If light duty is not available within the Bureau or organizational unit, suitable work will be sought elsewhere in the department/agency.

3. Light duty assignments shall not normally extend beyond 45 working days. However, if there are no other requests for light duty, this period may be extended until such time as the request is made by another employee. Employees unable to perform their regularly assigned duties after the expiration of that time shall make application for disability compensation or exercise such other options as may be available to employees under the provisions of this Agreement or under law, and in accordance with paragraph 5 below.

4. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of earlier date of request.

5. When light duty is not available, an employee must return to full duty or seek compensation or retirement from appropriate channels, or other assistance as may be available in accordance with Section 9. In the event compensation or retirement is not approved, the employee may be required to take a fitness for duty examination and may be separated if (a) found unfit to perform or (b) found fit but refuses to report for full duty.

Section 11 - 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 the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the Employer. Administrative leave will be granted if authorized by the Mayor or his or her designee.

Section 12 - Employee Health Services:

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Law 2-139). Employee health services shall include such services as provisions for emergency diagnosis and emergency treatment of illness, physical examination including, but not limited to, pre-employment, fitness for duty or disability retirement evaluation; treatment of minor illness; preventive services; health information to assist employees to protect, conserve, and improve physical and mental health; and counseling and appropriate referrals to the D.C. Consultation and Counseling Service.

Section 13 - Maintenance of Health Records:

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31 of the D.C. Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information. Copies of rules relating to medical information will be made available to AFSCME.

Section 14:

A. The Employer agrees to follow Mayor's order 87-95 regarding ergonomic policy for use of video display terminals.

B. VDT continuous users who operate a VDT for more than two continuous hours shall be allowed to move out of their chairs for brief periods to perform other tasks as specified by their supervisor.

C. If a pregnant employee, who is a continuous VDT user, submits a medical statement from her physician which recommends limiting her use of the VDT during the term of her pregnancy because of exposure to radiation, reasonable consideration will be given to providing the employee with other available duties, within the work unit, for which she is qualified and which her doctor certifies that she can perform.

Section 15:

The Employer agrees to provide the Union with a copy of all current D.C. Safety Officers, and revisions as they occur.

ARTICLE 10 **GENERAL PROVISIONS**

Section 1 – Work Rules:

Employees will be advised of verbal and written work rules, which 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 - Distribution of Agreement:

The Employer and the Union agree to share equally in the cost of reproducing this contract for employees and supervisors. The parties shall mutually agree upon the cost and number of copies to be printed.

ARTICLE 11

BULLETIN BOARDS

The Employer agrees to furnish suitable Bulletin Boards and/or space to be placed at locations mutually acceptable to the Union and the Employer. The Union shall limit its posting of notices and bulletins to such Bulletin Boards.

ARTICLE 12

PERSONNEL FILES

Section 1 - Official Files:

The Employer shall maintain the official files of all personnel in all units covered by this Agreement in the Office of Personnel. Records of corrective actions or adverse actions shall be removed from an employee's official file in accordance with the DPM.

Section 2 - Right to Examine:

Each employee shall have the right to examine the contents of his/her personnel files upon request.

Section 3 – Right to Respond:

Each employee shall have the right to answer any material filed in his/her personnel file and his/her answer shall be attached to the material to which it relates.

Section 4 - Right to Copy:

An employee may copy any material in his/her personnel file.

Section 5 – Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of the material.

Section 6 – Confidential Information:

The DC Office of Personnel shall keep all arrests by the Metropolitan Police, fingerprint records, and other confidential reports in a confidential file apart from the official personnel folder.

Section 7 - Employee to Receive Copies:

A. The employee shall receive a copy of all material placed in his/her folder in accordance with present personnel practices. Consistent with this Article when the Employer sends documents to be placed in an employee's personnel folder which could result in disciplinary action or non-routine documents which may adversely affect the employee, the employee shall be asked to acknowledge receipt of the document. The employee's signature does not imply agreement with the material but simply indicates he/she received a copy.

B. If an employee alleges that he/she was not asked to acknowledge receipt of material placed in his/her personnel folder as provided in this section the employee will be given the opportunity to respond to that document and the response will be included in the folder.

Section 8 – Access by Others:

The Employer shall inform the employee of all requests outside of the normal for information about him/her or from his/her personnel folder. The access card signed by all those who have requested and have been given access to the employee's file shall be available for review by the employee.

ARTICLE 13 **SENIORITY**

Section 1 - Definition:

Seniority means an employee's length of continuous service with the Employer from his/her date of hire for purposes of this Article only. Employees hired on the same day shall use alphabetical order of surname in determining seniority.

Section 2 - Breaks in Continuous Service:

An employee's continuous service shall be broken by voluntary resignation, discharge for cause or retirement. If an employee returns to his former, or a comparable, position within one year, the seniority he had at the time of his/her departure will be restored but he/she shall not accrue additional seniority during his/her period of absence.

Section 3 - Seniority Lists:

Each agency with employees covered by this Agreement shall provide the Union semi-annually with list of names of employees represented by the Union in that Agency. The list will be in seniority order as defined by Section 1 of this Article. Also, each agency will supply the Union semi-annually with lists of new hires in bargaining unit positions and with names of unit employees who have left the agency since the last seniority list.

Section 4 - Reassignments:

A reassignment requested by an employee to a position in the same classification within an agency/department may be effected by mutual agreement.

Section 5 - Promotions:

A. Whenever a job opening occurs, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days prior to the closing date. A copy of the notices of job openings will be given to the appropriate Union Steward at the time of posting.

B. During this period, employees who wish to apply for the open position or job including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the appropriate Personnel Office.

C. Management has the right to determine job qualifications, provided they are limited to those factors' directly required to satisfactorily perform his/her job. Where all job factors are relatively equal, the employee with the greatest departmental seniority within the unit shall be promoted.

Section 6 - Change to Lower Grade:

A. The term "change to lower grade", as used in this provision means change of assignment from a position in one job classification to a lower paying position in the same job classification.

B. Demotions may be made to avoid laying off employees, to provide for employees who request a change to lower grade for personal convenience, or to change an employee to a lower grade when he/she is unable to perform satisfactorily the duties of his/her position.

Section 7 - Individual Work Schedules:

Work schedule changes initiated by the Employer affecting an individual employee shall be in accord with department/agency seniority, except where specific skills are needed.

Section 8 - Pay for Work Performed in Higher Graded Position:

A. Employees detailed or assigned to perform the duties of a higher graded position for more than four (4) pay periods in any calendar year shall receive the pay of the higher graded position. Assignment to a higher graded position for periods of at least one (1) pay period shall count toward the accumulation of the four (4) pay period requirement. The applicable rate of pay will be determined by application of D.C. government procedures concerning grade and step placement for

temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed. An employee on detail to a lower graded position shall maintain the pay for his/her original position. Advance notice will be given to the Union of any detail exceeding one pay period.

B. This provision shall not apply to training programs.

C. Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

ARTICLE 14

INCLEMENT WEATHER CONDITIONS

Section 1 – Inclement Weather Work:

A. Any full-time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work.

B. If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is no other work available in line with his/her normal duties, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay.

C. Employees working on snow detail or who are required to shovel snow shall be assigned in the following order:

1. Volunteers
2. In the inverse order of seniority

D. Employees with established health concerns may request to be exempt from snow shoveling assignments.

Section 2 - Reporting Time:

A. During inclement weather where the District Government has declared an emergency, employees (other than those designated emergency employees) will be given a reasonable amount of time to report for duty without charge to leave. Those employees required to remain on their post until relieved will be compensated at the appropriate overtime rate or compensatory leave for the time it takes his/her relief to report for duty.

B. The Employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather.

ARTICLE 15

HOURS OF WORK

Section 1 - Workday:

Except as provided in this Article, the normal 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.

Section 2 - Workweek:

Except as provided in this Article, the workweek for full-time employees shall normally consist of five (5) consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours. Special schedules will be established for employees, other than employees in continuous operations, who are required to work on Saturday, Sunday or seasonal schedules as part of their regular workweek.

Section 3 - Continuous Operations and Shifts:

The workday for employees in 24-hour continuous operations shall consist of eight hours of work. Work schedules for employees assigned to shifts, showing the employee's workdays, and hours, shall be posted on appropriate bulletin boards. All employees shall be scheduled to work regular work shifts i.e., each work shift shall have a regular starting and quitting time.

Section 4 - Changes in Work Schedules:

Except in emergencies, regular work schedules shall not be changed without ten (10) working days advance notice.

Section 5 - Flexible/Alternative Work Schedules:

A. The normal work hours may be adjusted to allow for flexible/ alternative work schedules, with appropriate adjustments in affected leave and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be 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 will be given advance notice (when flexible/alternative work schedules are proposed) and shall be given the opportunity to consult.

B. An alternative work schedule will provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums will be based on the regularly scheduled workday of the employees. An 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 changed on an hour-by-hour basis.

ARTICLE 16
ADMINISTRATION OF LEAVE

Section 1 – General:

Employees shall be eligible to use leave in accordance with the personnel rules and regulations. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the length of time off the employee desires, the type of leave requested and the reason for the request. An excused absence is an absence from duty without loss of pay and without charge to leave when such absence is authorized by statute or administrative discretion.

Section 2 - Annual Leave:

A. Normal Requests for Leave: A request for a short leave of absence, not to exceed three days, shall be requested in writing on the proper form and answered before the end of the work shift in which the request is submitted. A request for a leave of absence between four to seven days must be submitted five (5) calendar days in advance and answered within five days, except for scheduled vacations, as provided for in Section 2 of this Article. If the request is disapproved, the supervisor shall return the SF-71 with reasons for the disapproval indicated. Requests for annual leave shall not be unreasonably denied.

B. Emergency Requests: Any employee's request for immediate leave due to family death or sickness shall be granted or denied immediately.

C. Carryover: Annual leave, which is not used, may be accumulated from year to year. In general, the maximum allowable leave is thirty (30) days, unless the employee had a greater amount of allowable leave at the beginning of the leave year. Employees shall receive a lump sum leave payment for all accrued annual leave not used at the time of retirement, resignation or other separation from the employer, consistent with the negotiated Compensation Agreement.

D. Vacation Schedules: Every effort will be made to grant employees leave during the time requested. If the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of seniority. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises. Employees will be encouraged to schedule vacations through the year.

Section 3 - Sick Leave:

A. Requests:

1. Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Employees shall request sick leave as far in advance as possible prior to the start of their regular tour of duty on the first day of absence.

2. Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, and chiropractors for the purpose of securing diagnostic examinations, treatments and x-rays.

3. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three work days continuous duration. However, if Management has given written notice to an employee that there is a good reason to believe that the employee has abused sick leave privileges, then the employee must furnish a doctor's certificate for each absence from work, which is claimed as sick leave regardless of its duration. The Union will encourage employees to conserve sick leave for use during periods of extended illness.

4. Advance sick leave requests will be given prompt consideration by the Employer consistent with Section 3(b) of this Article when the following provisions are met:

(a) The request must be submitted in writing and must be supported by acceptable medical certificates.

(b) All available accumulated sick leave to the employee's credit must be exhausted. The employee must use annual leave he/she might otherwise forfeit.

(c) In the case of employees serving under temporary appointments, or under probationary or trial periods, advance sick leave should not exceed an amount which is reasonably assured will be subsequently earned during such period.

(d) The amount of sick leave advanced to an employee's account will not exceed 240 hours at any time. Where it is known that the employee is to be separated, the total sick leave advanced may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(e) There must be a reasonable assurance that the employee will return to duty.

B. Advance Sick Leave: Advance sick leave may be granted to permanent or probationary employees in amounts not to exceed 240 hours. Furthermore, an employee may not be indebted for more than 240 hours of sick leave at any one time. Sick leave may be advanced to

employees holding a limited appointment or one expiring on a specific date, but not in excess of the total sick leave that would accrue during the remaining period of such appointment. In either case the employee request must be supported by a statement from his/her physician attesting that the employee has a serious disability or ailment and is incapacitated for duty and stating the period of time expected to be involved. The request should be denied only if the requirements of Section 3 (a) and (b) are not met or there is a reason to believe that the employee will not return to duty or that he/she has abused the sick leave privilege in the past.

C. All accrued and accumulated sick leave must be exhausted before the advance sick leave is credited. Accrued and accumulated annual leave may remain standing to the credit of employees. The Employer will use its best efforts to answer an employee's request for advanced sick leave within fifteen (15) working days. However, an employee is responsible for applying advance sick leave in writing as far in advance as possible. If the request is denied, the reasons for such denial shall be given in writing. Further, the employee will be given consideration for LWOP consistent with the provisions of personnel rules and regulations.

Section 4 – Other Paid Leave:

A. **Military Leave:** Full-time employees are entitled to leave as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code Section 1-612.03(m) and applicable rules and regulations and the Compensation Units 1 & 2 Agreement, which provide in part the following:

1. Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for any parade or encampment with the D.C. National Guard when ordered by the Commanding General, excluding weekly drills and meetings.

2. Additional military leave with pay will be granted to full-time employees who are members of the reserve components of the Armed Forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed 22 workdays per calendar year.

B. **Court Leave:** Employees shall be granted leave of absence with pay anytime they are 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, in accordance with personnel rules and regulations.

C. **Voting Leave:** Where the polls are not open at least three hours either before or after an employee's regular hours of work, he/she may, upon request, be granted an amount of excused time which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Leave for voting will be allowed in accordance with the personnel rules and regulations.

D. **Funeral Leave:** Funeral leave shall be granted in accordance with the Compensation Units 1 & 2 Agreement.

E. Civic Duty: Upon advance request and adequate justification employees required to appear before a court or other public body on public business in which they are not personally involved shall be granted leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

F. Examinations: Employees shall be excused without charge to leave in accordance with personnel rules and regulations for the purpose of taking an employment medical examination and examination for induction or enlistment in the active Armed Forces, a District Government owned vehicle operator examination, a civil service examination or other examination which his/her department has requested him/her to take in order to qualify for reassignment, promotion, or continuance of his/her present job, but not for the reserve Armed Forces. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of the Department or agency head, the District Government will benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to the District Government must be requested in accordance with the general leave provisions.

Section 5 - Leave Without Pay:

A. General: Leave of absence without pay for a limited period may be granted at the supervisor's discretion for a reasonable purpose if requested in advance in writing.

B. Union: Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee and the Union be granted a leave of absence without pay; provided the written request states the purpose and duration of the absence, and is submitted thirty (30) calendar days in advance of the commencement of the desired period of absence. If the Employer indicates that the requested leave will unduly hamper its operations, it may offer an alternative for consideration by the Union.

C. The initial leave of absence shall not exceed one (1) year. Leaves of absence for Union officials may be extended for similar periods. No more than one employee from a bargaining unit shall be on such extended leave at the same time.

D. Parenthood Leave: Maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. This period of absence shall be determined by the employee, her physician and her supervisor. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay. Paternity leave may be granted for a period of up to two (2) weeks following childbirth, and may be extended at the supervisor's discretion. Such leave shall be a combination of annual leave or leave without pay.

E. Leave may be granted for a period of up to two (2) weeks to an employee who is adopting a child, with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual leave or leave without pay.

F. Union Officer Leave: Attendance at Union sponsored programs may be approved annual leave or leave without pay in accordance with normal leave practices unless Administrative Leave has been approved.

G. Educational Leave: After completing one (1) year of service an employee upon request may be granted a leave of absence for educational purposes provided that successful completion of the course will contribute to the work of the Department. The period of leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee is returning from educational leave during which he/she has acquired the qualification of a higher rated position he/she shall not have lost any of his/her rights in being evaluated for the higher graded position.

ARTICLE 17

ADMINISTRATION OF OVERTIME

Section 1 -Distribution:

Overtime work shall be equally distributed among employees. Specific arrangements for the equitable distribution of overtime shall be agreed to at Union Management Cooperation Meetings. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.

Section 2:

Management will solicit volunteers when overtime work is required. In the event a sufficient number of qualified volunteers are not available to perform the job functions, overtime work will be assigned to equally qualified employees in inverse order of seniority, unless a different system is worked out on a local-by-local basis. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

ARTICLE 18

WAGES

Section 1:

The salaries and wages of employees shall be paid bi-weekly. In the event the scheduled payday is a holiday, the preceding day shall be the payday. If, for any reason, an employee's paycheck is not available on the prescribed day, or if it does not reflect the full amount due, that employee will be paid as quickly thereafter as is possible, and under no circumstances will he or she be required to wait until the next regular payday.

Section 2:

If an employee's paycheck is delayed, the employee shall immediately notify his/her supervisor. The supervisor shall initiate efforts through the agency controller to obtain a supplemental payment. Supplemental payments will not effectuate normal payroll deductions. Appropriate payroll deductions will be deducted from the employee's subsequent paycheck. (Except DHS, see Attachment 6.)

ARTICLE 19 **REDUCTION-IN-FORCE**

Section 1 - Definition:

The term reduction-in-force, as used in this Agreement means the separation of a permanent employee, his/her reduction in grade or pay, or his/her reduction in rank because of (a) reorganization, (b) abolishment of his/her position, (c) lack of work, (d) lack of funds, (e) new equipment, (f) job consolidation or (g) displacement by an employee with greater retention rights who was displaced because of (a) through (f) above.

Section 2 – Consultation:

The Employer agrees to consult in advance with the Union prior to reaching decisions that might lead to a reduction-in-force in the bargaining unit. The Employer further agrees to minimize the effect and such reduction-in-force on employees and to consult with the Union toward this end.

Section 3 - Procedure:

A reduction-in-force will be conducted in accordance with the provisions set forth in the Comprehensive Merit Personnel Act [(CMPA), D.C. Official Code § 1-624].

Section 4 – Impact and Effects Bargaining:

In the event of a reduction-in-force, the Employer shall, upon request, provide the Union with appropriate information to insure that the Union can engage in impact and effects bargaining over the reduction-in-force.

Section 5 - Review of Procedures:

In the event of reduction-in-force, the affected employee will receive credit for his/her performance in accordance with the Comprehensive Merit Personnel Act, [D.C. Official Code Ann., Title 1, Section 1-624 (2001 Edition)].

ARTICLE 20

CONTRACTING OUT

Section 1:

During the term of this Agreement the Department shall not contract out work traditionally performed by employees covered by this Agreement, except where Manpower (including expertise and technology) and/or Equipment in the department/agency are not available to perform such work, when it is determined by the Mayor that budgetary conditions exist requiring contracting out, or when it is determined by the Department that emergency conditions exist requiring such contracting out (provided however that the contracting out is for a period of time that the emergency exists). The Agency shall consult with the Union prior to any formal notice to contract out bargaining unit work.

Section 2:

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union thirty (30) 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 position and give reasons in writing to the Union for any contracting out action. The Agency 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.

ARTICLE 21

STRIKES AND LOCKOUTS

Section 1 - Definition:

The term strike as used herein means any unauthorized concerted work stoppage or slowdown.

Section 2 - Strikes:

It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District.

Section 3 - Lockouts:

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.

Section 4 - Other Considerations:

At no time however, shall employees be required to act as strikebreakers.

ARTICLE 22 **GRIEVANCE PROCEDURES**

Section 1:

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled as described in this Article unless otherwise agreed to by the parties.

Section 2 - Procedure:

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievances should be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the Step in the grievance procedure where the alleged action, which precipitated the grievance, occurred.

Step 1: The employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor as soon as is practicable, but no later than fifteen (15) working days from the date of the occurrence or when the Union and/or the employee first had knowledge of or should have known of the occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward as soon as is practicable, but not later than fifteen (15) working days after the receipt of the grievance.

Step 2: If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the second level supervisor within ten (10) working days after the Step 1 response is due or received, whichever is sooner. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The second level supervisor shall respond to the Union and/or employee in writing within ten (10) working days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the employee and/or Union to the third level supervisor within ten (10) working days after the Step 2 response is due or received, whichever is sooner. The third level supervisor shall respond in writing (with a copy to the Local President) within ten (10) working days after receipt of the written grievance.

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

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

Section 3 - Union Participation:

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

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

Section 4 - Who May Grieve:

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

Section 5 - Selection of the Arbitrator:

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

B. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

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

Section 7 - Expenses of the Arbitrator:

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

Section 8 - Time Off For Grievance Hearings:

The Employee, Union Steward and/or Union representative shall upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 3 of Article 6 on Union Stewards.

Section 9 – Time Limits:

All time limits set forth, in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked.

Section 10:

Matters not within the jurisdiction of the department/agency will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

Section 11:

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

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

ARTICLE 23
EMPLOYEE RIGHTS

Employees of the Unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Except as expressly provided herein, the freedom shall be recognized as extending to participation in the management of the Union and acting for it in the capacity of a union representative, including representation of its views to the officials of the Mayor, D.C. Council or Congress.

ARTICLE 24
NEW TECHNOLOGY AND EQUIPMENT

Section 1:

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

Section 2:

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

Section 3:

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

ARTICLE 25
JOB DESCRIPTIONS

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

ARTICLE 26
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27
DURATION AND FINALITY

Section 1 - Duration of Agreement:

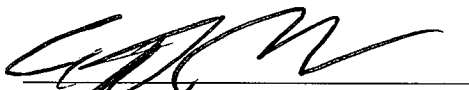
This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Official Code, 2001 Edition). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30th day of September,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

Section 2 - Finality:

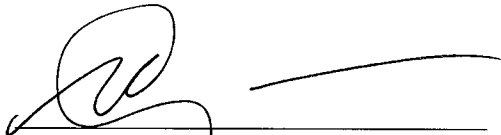
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered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

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

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



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

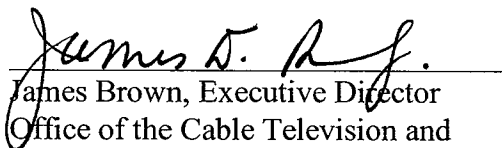


Natasha Campbell, Esq.
Supervisory Attorney Advisor
Office of Labor Relations
and Collective Bargaining

Carol Mitten, Director
Office of Property Management

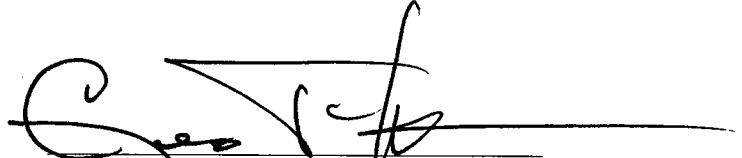


Benita Anderson, Labor Liaison
Office of Property Management

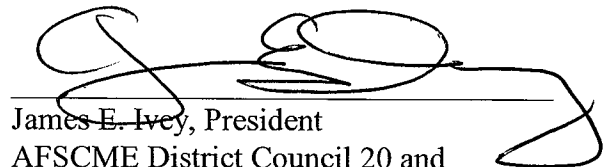


James Brown, Executive Director
Office of the Cable Television and
Telecommunications

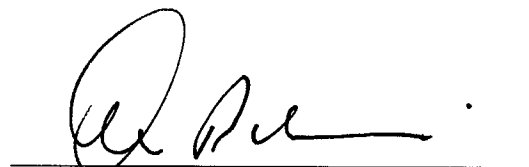
**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**



Geo T. Johnson, Executive Director
AFSCME District Council 20



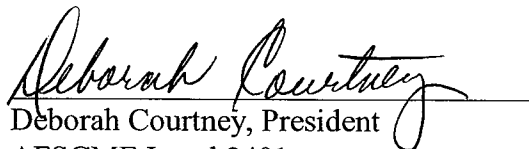
James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091



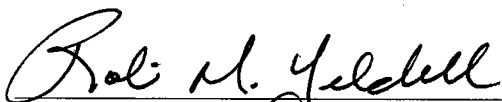
Al Bilik, Executive Assistant
AFSCME District Council 20



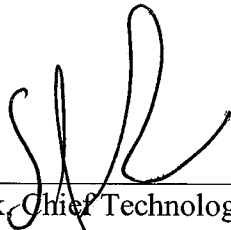
Brenda Featherstone, President
AFSCME Local 1200



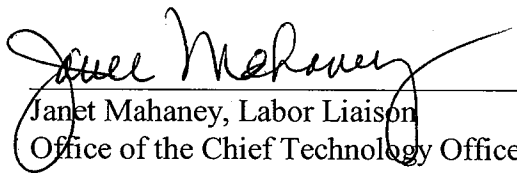
Deborah Courtney, President
AFSCME Local 2401



Robin Yeldell, Labor Liaison
Office of Cable Television and
Technology



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



Janet Mahaney, Labor Liaison
Office of the Chief Technology Officer



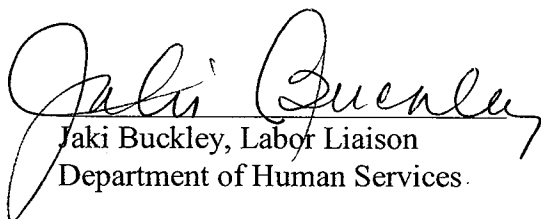
William Howland, Director
Department of Public Works



Bertha Guerra, Labor Liaison
Department of Public Works



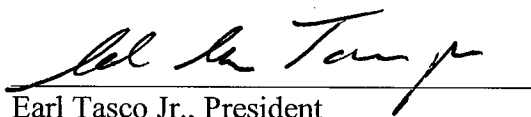
Brian Wilbon, Interim Director
Department of Human Services



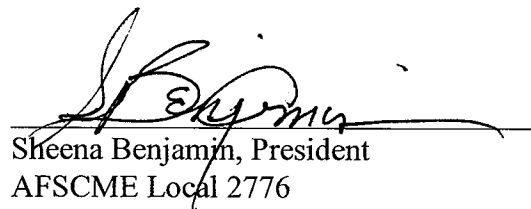
Jaki Buckley, Labor Liaison
Department of Human Services



Cliff Dedrick, President
AFSCME Local 2743

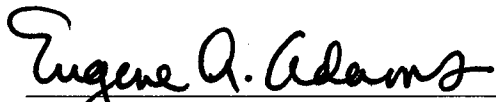


Earl Tasco Jr., President
AFSCME Local 2092

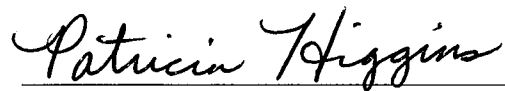


Sheena Benjamin, President
AFSCME Local 2776

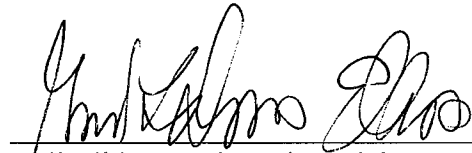



Eugene Adams, Acting Attorney General

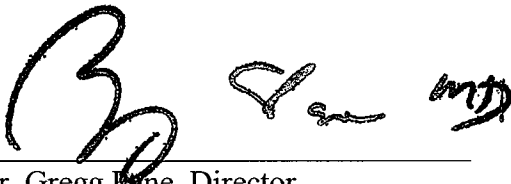
Office of the Attorney General



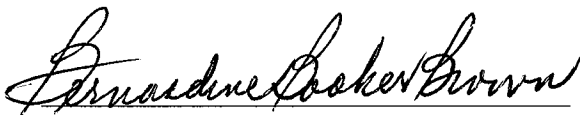
Patricia Higgins, Labor Liaison
Department of Health



Gail Elkins Davis, Labor Liaison
Office of the Attorney General



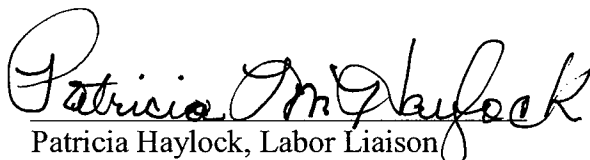
Dr. Gregg Kane, Director
Department of Health



Bernadine Booker-Brown, Labor Liaison
Department of Health



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



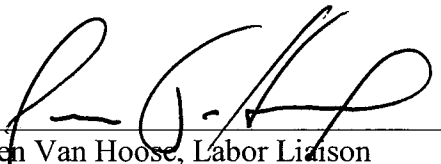
Patricia Haylock, Labor Liaison
Department of Insurance, Securities
and Banking

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


Deborah Bonsack, Labor Liaison
Department of Consumer and
Regulatory Affairs



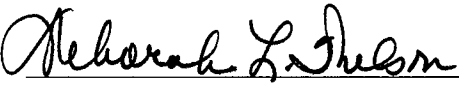
Dr. Natwar Gandhi, Chief Financial Officer
Office of the Chief Financial Officer



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



Uma Ahluwalia, Interim Director
Child and Family Services Agency



Debra Wilson, Labor Liaison
Child and Family Services Agency

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

PARTIES

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

CASELOAD SIZE AND COVERAGE

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

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

The parties agree that the committee shall:

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

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

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

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

OFFICIAL TRAVEL

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

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

REST PERIODS

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

SAFETY COMMITTEE

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

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

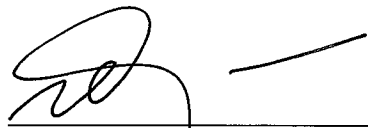
1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;
2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department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

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

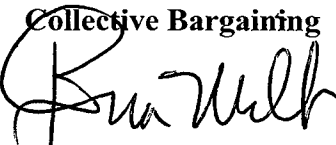
C. Safety Committees may be reorganized upon agreement of both parties.

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

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**




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




Brian Wilton, Interim Director
Office of Human Services

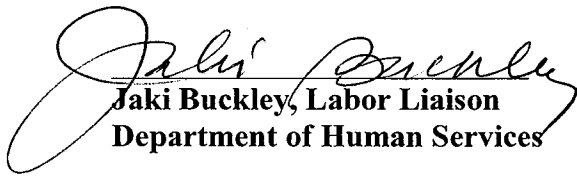
**FOR THE AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL**

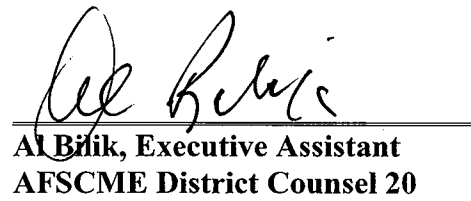


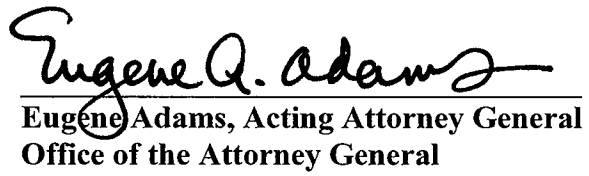
Geo. T. Johnson,
Executive Director, AFSCME,
District Council 20

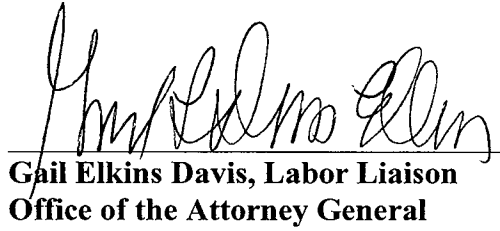


Deborah Courtney, President
AFSCME, Local 2401


Jaki Buckley, Labor Liaison
Department of Human Services


Al Bilik, Executive Assistant
AFSCME District Counsel 20


Eugene Adams, Acting Attorney General
Office of the Attorney General


Gail Elkins Davis, Labor Liaison
Office of the Attorney General

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

**ARTICLE 1
RECOGNITION**

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

**ARTICLE 2
REST PERIODS**

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

**ARTICLE 3
CLEAN-UP TIME**

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

ARTICLE 4

ICE MACHINES AND WATER COOLERS

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

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

ARTICLE 5

SAFETY COMMITTEES

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

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

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

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

ARTICLE 6

OVERTIME

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

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

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

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

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

ARTICLE 7 EQUIPMENT AND TOOLS

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

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

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

ARTICLE 8 UNIFORMS

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

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

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

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

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

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

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

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

ARTICLE 9

TRASH COLLECTION ROUTE MONITORING

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

ARTICLE 10

REFUSE COLLECTION

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 ENVIRONMENTAL CRIMES UNIT (ECU)

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

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

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

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

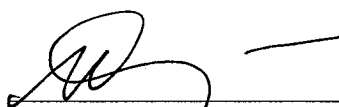
Section 2: The parties agree that within one month of the date of the ratification of this Agreement, the Committee to Review the Current Process of Collection of Refuse and Recyclable Products will be established.

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


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

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


**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



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

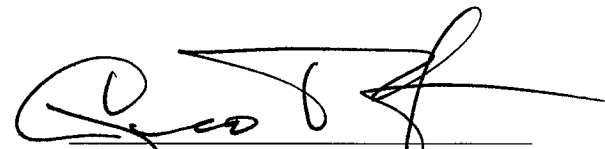


William Howland
Director
Department of Public Works

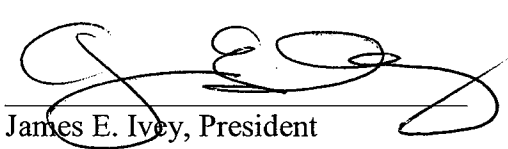


Bertha Guerra, Labor Liaison
Department of Public Works


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



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



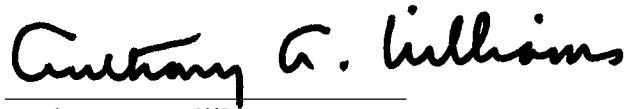
James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091



Al Bilik, Executive Assistant
AFSCME District Council 20

APPROVAL

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

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

Anthony A. Williams
Mayor

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT G

Response to Question #23 - 4 pages

Qu. 23 Intra District Transfers _FY20 and FY21 to date.xlsx
FY20 OHR Seller

Program	Project	Ph	Title	Seller Agency	Grand Total	Purpose of MOU
OHR	UNPDLE	20	Universal Paid Leave	Department of Employment Services	12,776	Complaint processing per section 108 of the Universal Paid Leave Act.
				Total	12,776	

Qu. 23 Intra District Transfers _FY20 and FY21 to date.xlsx
FY20 OHR Buyer

Program	Project	Ph	Title	Seller Agency	Grand Total	Purpose of MOU
OHR	K309HM	01	FY 20 655 15th St	Department of General Services	190,000	Buildout of office space for OHR
OHR	IDCASL	20	SLI	Office of Disability Rights	4,540	Sign Language Interpretation
OHR	9FMHM0	20	Fleet Services	Department of Public Services	1,511	Fleet
OHR	0DCRTP	02	DCRT Data Migration Project - 2010	Office of the Chief Technology Officer	69,977	OHR Case Management System
OHR	0DCRTP	03	DCRT Data Migration Project - 2013	Office of the Chief Technology Officer	12,748	OHR Case Management System
OHR	0DETHM	10	FY20-DC NET RTS	Office of the Chief Technology Officer	808	OCTO Assessment
Total					279,585	

Qu. 23 Intra District Transfers _FY20 and FY21 to date.xlsx
FY21 OHR Seller

Program	Project	Ph	Title	Buyer Agency	Grand Total	Purpose of MOU
OHR	UNPDLE	21	Universal Paid Leave	Department of Employment Services	1,858,227	Complaint processing per section 108 of the Universal Paid Leave Act.
				Total	1,858,227	

Program	Project	Ph	Title	Seller Agency	Grand Total	Purpose of MOU
OHR	L21HM0	03	NON-DCNET SERVICES	Office of Finance and Resource Management	2,000	NON-DCNET SERVICES
OHR	9FMHM0	21	Fleet Services	Department of Public Works	2,118	Fleet
OHR	DTHM21	10	DCNET SERVICES	Office of the Chief Technology Officer	2,245	OCTO Assessment
Total					6,363	

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT H

Response to Question #25 - 9 pages

FY2020 OHR Purchase Card Expenditures – Stephanie Franklin (Purchaser)

NOTE: In Q2 of FY2020 at the onset of the public health emergency due to the coronavirus (COVID-19) pandemic, District agencies were required to select a single agency purchase card holder to manage expenditures under the emergency status. Though prior to this, OHR had two purchase card holders (Albert Santiago and Stephanie Franklin), the agency Interim Director (as of March 2020) selected Stephanie Franklin as the sole purchase card holder for the duration of the public health emergency

Purchase Date	Amount	Vendor Name	Purpose of Expenditure	Purchaser
10/3/2019	15.89	ADOBE *800-833-6687	Adobe Acrobat software trial for agency Director.	Stephanie Franklin
10/04/2019	120.00	PAYPAL	Rented space at IN3 to conduct focus group for Street Harassment Prevention Program.	Stephanie Franklin
10/10/2019	149.00	REV.COM	Transcription services from focus groups conducted for the Street Harassment Prevention Program.	Stephanie Franklin
10/14/2019	99.00	DC BAR	Employment Law 2019 Trends course at DC Bar for staff member, Stirling Phillips.	Stephanie Franklin
11/04/2019	15.89	ADOBE *800-833-6687	Adobe Acrobat subscription for agency Director.	Stephanie Franklin
11/21/2019	19.00	CREATIVEMARKET.COM	Design assets for agency publications including infographics.	Stephanie Franklin
11/26/2019	91.16	STICKER MULE	Stickers printed for Human Rights Month event.	Stephanie Franklin
11/26/2019	4.00	REV.COM	Transcription services for closed captioning of video.	Stephanie Franklin
11/26/2019	85.84	PUREBUTTONS COM LLC	Buttons printed for Human Rights Month event.	Stephanie Franklin
11/27/2019	47.60	2COCOM*MOVAVI.COM	Video editing software for OHR promotional material.	Stephanie Franklin
11/27/2019	(6.00)	PUREBUTTONS COM LLC	Credit applied to order of buttons printed for Human Rights Month event.	Stephanie Franklin
12/02/2019	496.87	JESMAR GRAPHICS	Tote bags Human Rights Month event. 50% deposit.	Stephanie Franklin

			Initial invoice.	
12/02/2019	275.60	CHAMPION AWARDS	Trophies for Human Rights Month event.	Stephanie Franklin
12/03/2019	15.89	ADOBE *800-833-6687	Adobe Acrobat software for agency Director.	Stephanie Franklin
12/09/2019	496.88	JESMAR GRAPHICS	Tote bag event giveaways from Human Rights Month event in December 2019. Remaining balance payment.	Stephanie Franklin
12/09/2019	14.00	METRO 025-UNION STN N	Metro cards for employee travel to meetings, trainings and other work-related activities/events.	Stephanie Franklin
12/09/2019	10.00	METRO 025-UNION STN N	Metro cards for employee travel to meetings, trainings and other work-related activities/events.	Stephanie Franklin
12/09/2019	24.00	METRO 025-UNION STN N	Metro cards for employee travel to meetings, trainings and other work-related activities/events.	Stephanie Franklin
12/09/2019	21.00	METRO 025-UNION STN N	Metro cards for employee travel to meetings, trainings and other work-related activities/events.	Stephanie Franklin
12/11/2019	20.00	NEXTSPARK - FLEXIQUIZ	Survey tool for EEO Training Series.	Stephanie Franklin
01/03/2020	15.89	ADOBE *800-833-6687	Adobe Acrobat Pro subscription for agency Director.	Stephanie Franklin
01/13/2020	20.00	NEXTSPARK - FLEXIQUIZ	Quiz software for EEO Counseling Program.	Stephanie Franklin
02/03/2020	15.89	ADOBE *800-833-6687	Adobe Acrobat program for agency Director.	Stephanie Franklin
02/03/2020	959.88	ADOBE CREATIVE CLOUD	Adobe Creative Suite annual subscription for agency material production. Used by the Communications & Community Engagement Unit.	Stephanie Franklin
02/13/2020	2.00	REV.COM	Transcription services for closed captioning on agency video production.	Stephanie Franklin
02/25/2020	95.00	IDEALIST.ORG 2752794	Job posting for recruitment of additional OHR staff on web platform.	Stephanie Franklin
02/26/2020	1.00	REV.COM	Transcription services for closed captioning on agency video production.	Stephanie Franklin
02/26/2020	25.87	INDEED	Job posting for recruitment of additional OHR staff on	Stephanie Franklin

			web platform.	
03/02/2020	54.13	INDEED	Job posting for recruitment of additional OHR staff on web platform.	Stephanie Franklin
03/03/2020	15.89	ADOBE *800-833-6687	Adobe Acrobat Pro subscription for Agency Director.	Stephanie Franklin
03/05/2020	995.00	NATIONAL EMPLOYMENT LA	Training registration for Mediation Manager.	Stephanie Franklin
03/18/2020	949.97	LOGMEIN	GoToMeeting videoconference web platform annual subscription for OHR Mediation Team and general use during modified telework posture due to the public health emergency.	Stephanie Franklin
03/18/2020	543.78	EIG	Constant Contact email marketing platform for agency community email blasts and other use by OHR Communications and Community Engagement Team.	Stephanie Franklin
04/03/2020	15.89	ADOBE *800-833-6687	Adobe Acrobat subscription for agency Director.	Stephanie Franklin
05/01/2020	13.90	DOCUSIGN	COVID-19 related purchase for secure electronic document management trial. This service is used to securely deliver and receive digitally signed and authorized agreements on OHR cases.	Stephanie Franklin
05/04/2020	2,544.00	DOCUSIGN	COVID-19 related purchase for secure electronic document management annual subscription for 5 users. This service is used to securely deliver and receive digitally signed and authorized agreements on OHR cases.	Stephanie Franklin
05/04/2020	15.89	ADOBE *800-833-6687	Adobe Pro subscription charged monthly for agency Director's use.	Stephanie Franklin
05/21/2020	180.00	CHARGE.PREZI.COM	Annual presentation digital software subscription used on a weekly basis by OHR Communications & Community Engagement Unit.	Stephanie Franklin
05/27/2020	1,271.37	SHRED-IT USA LLC	Quarterly shredding service for disposal of confidential materials at OHR.	Stephanie Franklin
06/03/2020	15.89	ADOBE *800-833-6687	Adobe Pro subscription charged monthly for agency	Stephanie Franklin

			Director's use.	
06/15/2020	190.67	ACROBAT PRO SUBS	Annual Adobe Pro subscription for agency OHR HR Manager's use.	Stephanie Franklin
06/16/2020	550.00	DC BAR	DC Bar course registration for two employees in OHR Enforcement Unit in June 2020.	Stephanie Franklin
06/16/2020	825.00	DC BAR	DC Bar course registration for three employees in OHR Legal Unit in July 2020.	Stephanie Franklin
06/16/2020	1,650.00	DC BAR	DC Bar course registration for six employees in OHR Enforcement Unit in June 2020.	Stephanie Franklin
06/30/2020	401.00	DC BAR	DC Bar License Renewal for agency General Counsel.	Stephanie Franklin
06/30/2020	401.00	DC BAR	DC Bar License Renewal for agency Attorney Advisor.	Stephanie Franklin
06/30/2020	401.00	DC BAR	DC Bar License Renewal for agency Attorney Advisor.	Stephanie Franklin
07/02/2020	19.00	EB THE SCIENCE AMP PR	The Science & Practice of Trauma Informed Leadership Training registration for agency Mediation Manager.	Stephanie Franklin
07/02/2020	19.00	EB THE SCIENCE AMP PR	The Science & Practice of Trauma Informed Leadership Training registration for agency Administrative Officer.	Stephanie Franklin
07/02/2020	19.00	EB THE SCIENCE AMP PR	The Science & Practice of Trauma Informed Leadership Training registration for Enforcement Unit Manager.	Stephanie Franklin
07/03/2020	15.89	ADOBE *800-833-6687	Adobe Acrobat subscription for agency Director.	Stephanie Franklin
07/03/2020	44.60	STANDARD OFFICE SUPPLY	Notary equipment and supplies for OHR staff.	Stephanie Franklin
07/08/2020	72.85	STANDARD OFFICE SUPPLY	Notary equipment and supplies for OHR staff.	Stephanie Franklin
08/03/2020	15.89	ADOBE *800-833-6687	Adobe Acrobat subscription for agency Director.	Stephanie Franklin
08/04/2020	1,980.00	EEOC TRAINING INST	EEOC Training Institute Registration for a virtual	Stephanie Franklin

			conference for OHR Mediation Team staff members.	
08/17/2020	2.66	INTERNATIONAL TRANSACTION	International transaction fee for QR Code Generator platform. Invoice is charged in Euros instead of USD.	Stephanie Franklin
08/17/2020	177.55	QR-CODE-GENERATOR.COM	QR code generator web platform subscription for campaign QR codes used for the transgender survey.	Stephanie Franklin
09/02/2020	357.00	INDEED	Job posting web platform for OHR employment vacancy advertisement.	Stephanie Franklin
09/17/2020	165.93	SHRED-IT	Document shredding services.	Stephanie Franklin
09/18/2020	543.78	EIG	Constant Contact annual subscription for email marketing.	Stephanie Franklin
09/21/2020	5,160.00	CLEAR CHANNEL OUTDOOR	Advertising and production costs with Clear Channel Outdoors for Transgender and Nonbinary Employment Survey. This includes five bus shelter ads.	Stephanie Franklin
09/22/2020	1,375.00	DC BAR	Course registration for five OHR Staff members to participate in a two-day virtual training series hosted by DC Bar.	Stephanie Franklin

FY2020 OHR Purchase Card Expenditures – Albert Santiago (Purchaser)

Purchase Date	Amount	Vendor Name	Purpose of Expenditure	Purchaser
10/16/2019	129.00	DC BAR	Legal Training for Linda Taylor –Mediator	Albert Santiago
10/31/2019	99.00	DC BAR	Legal Training for Stirling Phillips – Mediator	Albert Santiago
10/31/2019	129.00	DC BAR	Legal Training for Linda Taylor –Mediator	Albert Santiago
11/08/2019	1,200.00	MSI*IDPLLC	Fair Housing Training for Ajan Brown-Community Engagement Specialist	Albert Santiago
11/12/2019	117.45	STANDARD OFFICE SUPPLY	Public Notary Supplies for Bianca Bell previous EEO Specialist	Albert Santiago
11/13/2019	168.00	SUPERIOR COURIERS LLC	Cost for official courier services for November	Albert Santiago
12/02/2019	112.00	SUPERIOR COURIERS LLC	Cost for official courier services in the month of December	Albert Santiago
12/18/2019	176.00	SPECTRUM MANAGEMENT LL	Provided 2 copies of office keys - Locksmith	Albert Santiago
12/18/2019	117.45	STANDARD OFFICE SUPPLY	Public Notary Supplies for Sandy Gallardo – Intake Officer – Enforcement Team	Albert Santiago
01/06/2020	56.00	SUPERIOR COURIERS LLC	Cost for official courier services in the month of January	Albert Santiago
01/09/2020	77.95	INT*IN *CAPITOL MARKIN	Self-ink date stamp for the Commission on Human Rights	Albert Santiago
01/14/2020	23.67	FEDEX	Fedex Ground Delivery of Confidential documents	Albert Santiago
01/14/2020	10.16	INTERNATIONAL TRANSACTION	International Transaction fee- Japan	Albert Santiago
01/14/2020	677.11	JTB ITNET SETTLEMENT	Hotel Reservation for the attendee of the 14th United Nations Congress on Crime Prevention & Criminal Justice in Japan(Albert Santiago

			Kyoto Congress)- Charles Thornton	
01/16/2020	170.21	SHRED-IT	Quarterly shredding service for disposal of confidential materials at OHR.	Albert Santiago
01/18/2020	27.23	INTERNATIONAL TRANSACTION	International Transaction fee	Albert Santiago
01/18/2020	1,815.28	JTB ITNET SETTLEMENT	Travel expenses associated with the 14 th United Nations Congress on Crime Prevention & Criminal Justice in Japan(Kyoto Congress)- Charles Thornton	Albert Santiago
01/31/2020	209.99	SUCCESSORIES	Recognition Award Plaque	Albert Santiago
02/04/2020	2,380.56	LEXIS NEXIS	Lexis Nexis Annual Subscription fees	Albert Santiago
02/04/2020	28.00	SUPERIOR COURIERS LLC	Cost for official courier services in the month of February 2020	Albert Santiago
02/26/2020	2,795.00	EB STRATEGIC GOVERNME	The Advanced Learning Institute training on Strategic Government Communications: Engaging Your Audiences and Advancing Agency Missions- Stephanie Franklin	Albert Santiago
03/06/2020	26.00	SUPERIOR COURIERS LLC	Cost for official courier services in the month of March 2020	Albert Santiago
03/11/2020	117.45	STANDARD OFFICE SUPPLY	Public Notary Supplies for Alexis Applegate –Attorney Advisor	Albert Santiago
03/17/2020	158.22	IN *CAPITOL MARKING PR	Signature Stamp for previous Agency Director- Michelle Garcia	Albert Santiago
04/02/2020	150.00	NEW YORK STATE BAR ASS	Legal Training fees	Albert Santiago

FY2021 to date, OHR Purchase Card Expenditures – Stephanie Franklin (Purchaser)

Purchase Date	Amount	Vendor Name	Purpose of Expenditure	Purchaser
10/06/2020	500.00	NATIONAL FAIR HOUSING	National Fair Housing Alliance 2-day training registration for OHR Enforcement Staff Members, Mary Wallace and Meghan Burns.	Stephanie Franklin
10/12/2020	154.00	MURPHY CAP AND GOWN	Vendor for purchase of robe for newly onboarded Administrative Law Judge, Judge Brandes Ash to the Commission on Human Rights.	Stephanie Franklin
11/05/2020	1,986.25	NATIONAL EMPLOYMENT LA	National Employment Law Institute virtual conference registration for OHR Legal team (4 employees) in December 2020: Hnin Khaing, Thomas Deal, Charles Abbott and Alexis Applegate	Stephanie Franklin
11/09/2020	118.54	SHRED-IT	Document shredding service (Shred-It) monthly payment for October 2020.	Stephanie Franklin
11/11/2020	402.15	SHRED-IT	Document shredding service (Shred-It) payment for overdue balance carrying over from August and September 2020.	Stephanie Franklin
12/14/2020	2,060.00	PLANET DEPOS	Deposition services for OHR Office of General Counsel. Services used by Attorney Advisor, Charles Abbott on 12/10/2020.	Stephanie Franklin
12/31/2020	8.50	FEDEX	Legal case material same-day FedEx delivery requested by OHR Attorney Advisor, Charles Abbott.	Stephanie Franklin
01/06/2021	(370.80)	PLANET DEPOS	Partial deposit return/refund for deposition services rendered. Request	Stephanie Franklin

			made by OHR Attorney Advisor, Charles Abbott.	
02/02/2021	959.88	ADOBE CREATIVE CLOUD	Annual subscription for Adobe Creative Suite used by Communications Director, Stephanie Franklin, to design, brand and layout agency publications, campaign ads and enforcement materials.	Stephanie Franklin
02/12/2021	120.82	SHRED-IT	Document shredding service (Shred-It) monthly payment for January 2021.	Stephanie Franklin
02/15/2021	240.00	FLEXIQUIZ - NEXTSPARK	Survey tool for EEO Training Series.	Stephanie Franklin

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT I
Response to Question #26 - 25 pages



DATE: 7/14/2020

DUE DATE: _____

DEADLINE DATE: _____

☐ Expedite Process

SUBJECT:	MOU DGS OHR - Buildout Tenant Improvement Allowance 655 15th Street NW			
ORIGINATOR:	NAME: Ik Imo PHONE NUMBER: (202) 679-3284			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	<input type="checkbox"/> RALPH McLEAN, ACTING <input type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input type="checkbox"/> IKEOGU IMO <input type="checkbox"/> SHAWN WINSLOW <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> JOHN A. STOKES <input type="checkbox"/> JARED LANG		II	
Resource Allocation	WANDA JONES		WJ	
Chief Operating Officer	YOHANCE FULLER		YF	
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	
Chief Administrative Officer	MICHELLE DEE		MD	
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			
Supervisory Attorney (Legal Sufficiency)	<input type="checkbox"/> BETH-SHERRI AKYEREKO <input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS		KJ	
General Counsel	XAVIER BELTRAN		XB	

DLRS _____

Office of the Director

Director	KEITH A. ANDERSON			KAA	
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Summary:

For all documents:

Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:

Realty Specialist:

Attorney Assigned (if applicable):

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permittor ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other
_____ (Legal - insert from Salesforce options)

Date Document Executed: _____

☐ ELMO

**MEMORANDUM OF UNDERSTANDING BETWEEN
OFFICE OF HUMAN RIGHTS AND
THE DEPARTMENT OF GENERAL SERVICES
FY2020**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Office of Human Rights (“OHR” or “Buyer”), and the Department of General Services (“DGS” or “Seller”), collectively referred to herein as the “Parties.”

II. PROGRAM GOALS AND OBJECTIVES

The District of Columbia, by and through DGS, executed that certain Award of In Lease, dated July 18, 2014 with The Metropolitan Square Associates, LLC (“Landlord”), for premises located on the 4th and 5th floors in a building situated at 655 15th Street, NW, Washington, DC (the “Base Lease”), which was amended by the First Amendment to Award of In Lease, dated December 21, 2015 (the “First Amendment”), which was amended by the Second Amendment to Award of In Lease, dated February 13, 2018 (the “Second Amendment”) (the Base Lease, First Amendment, and Second Amendment are collectively referred to as the “Lease”). The purpose of this MOU is to accommodate the Intra-District transfer of funding from OHR to DGS for the Landlord buildout of approximately 4,108 square feet of office space that remains unfinished pursuant to the Lease (the “Project”). The Project scope is based on the final space design provided by Atelier Architects, dated March 6, 2020.

The Parties seek to enter into this MOU to outline the terms pursuant to which OHR will provide funding in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00) to pay for a portion of the total Project cost. The balance of the Project cost will be paid for using Tenant Improvement Allowance per the Lease.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purpose of this MOU expeditiously and economically, the Parties do hereby agree:

A. Responsibilities of OHR

1. Transfer One Hundred Ninety Thousand Dollars (\$190,000.00) to DGS for completion of the Project.
2. OHR has agreed and approved all final plans, materials, furnishings, and fixtures and other elements for the new space in accordance with practices and building codes followed by District of Columbia Government.

3. All costs associated with the procurement of furniture, file storage, installation of furniture and moving expenses are specifically excluded from this MOU and will be the sole responsibility of OHR.

B. Responsibilities of DGS

1. Appoint a point of contact empowered to discuss the terms of this MOU.
2. Agree to accept the transfer of funds from OHR and administer such funds in accordance with the terms of this MOU.
3. DGS shall manage this Project in accordance with the final space design, dated March 6, 2020, by Atelier Architects.
4. DGS shall provide monthly updates to OHR as to the progress of the Project and consult with OHR regarding material changes to final plans.

IV. DURATION AND EFFECTIVE DATE OF MOU

This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the Buyer Director or his/her designee. The MOU shall remain in force until September 30, 2020, or upon completion of the provision of goods and services required under this MOU, whichever is sooner.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); D.C. Official Code § 10-551.01

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost of services under this MOU shall not exceed One Hundred Ninety Thousand Dollars (\$190,000.00) and is based upon the most recent Project construction estimate, confirmed by email dated May 5, 2020. In the event of termination of this MOU, all funds received and unspent by Seller pursuant to this MOU shall be returned to Buyer.

B. PAYMENT AND ASSIGNMENTS

Payment of all goods and services shall be made through an Intra-District transfer advance by Seller to Buyer on or before two business days following the Effective Date.

1. Seller shall provide Buyer with listing of itemized costs upon completion of the Project.
2. Seller shall return any excess advance to Buyer within 30 days of completion of Project.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

Seller shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

Seller shall maintain records of the transfer of all funds for a period of three years from the date of expiration or termination of the MOU and, upon request of Buyer, make these documents available for inspection by duly authorized representatives of Buyer and other officials of the District or federal government as may be specified by Buyer in its sole discretion.

IX. NOTICE

The following individuals are the contact points for each Party under this MOU:

For Buyer:	For DGS:
Josephine Ansah-Brew Administrative Support Specialist Office of Human Rights 441 4 th St. NW Suite 507 Washington, DC 20001 Phone: 202-812-5712 Email: josephine.ansahbrew@dc.gov	Ikeogu Imo, Associate Director Department of General Services Portfolio Management Division 2000 14 th Street, NW 8 th Floor Washington, DC 20009 Phone: 202-741-7742 Email: ikeogu.imo@dc.gov

X. RESOLUTION OF DISPUTES

The Director of DGS and the Buyer Director or their respective designees shall resolve all adjustments and disputes arising from services provided under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer.

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

XII. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

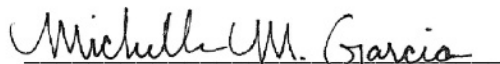
DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Key: 664ddfea7bb7ac4a54dbd00915caafed

Keith A. Anderson
Director

Date: July 20, 2020

OFFICE OF HUMAN RIGHTS



Michelle M. Garcia
Interim Director

Date: 6/23/2020



INTRA-DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia



PART I

GENERAL

MOU NUMBER: _____

DATE OF MOU: _____

SELLER INFORMATION

AGENCY: Department of General Services AGENCY CODE: AM0

NAME OF CONTACT: Antoinette Hudson Beckham, Agency Fiscal Officer

ADDRESS : 2000 U Street, 5th Floor
Washington, DC 20001

TELEPHONE # : (202)-698-7476

FAX # : _____

AUTHORIZING OFFICER _____

DATE: ____ / ____ / ____

BUYER INFORMATION

AGENCY: Office of Human Rights AGENCY CODE: HM0

NAME OF CONTACT: Adreana Deane, Agency Fiscal Officer

ADDRESS : 899 North Capitol Street, NE, 5th Floor
Washington, DC 20002

TELEPHONE # : (202) 442-9222

FAX # : (202) 442-4811

AUTHORIZING OFFICER Adreana A. Deane

DATE: 7 / 13 / 2020

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

MOU NUMBER: _____

DATE: _____

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	DGS	20									
BUYER	HMO	20	PROP0	10300	0409	0409					

DATE: _____

[illegible]

DATE: _____

[illegible]

DATE: _____

[illegible]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
MEMORANDUM OF UNDERSTANDING BETWEEN THE
OFFICE OF DISABILITY RIGHTS AND THE
OFFICE OF THE CITY ADMINISTRATOR
FOR
SIGN LANGUAGE INTERPRETATION SERVICES
FOR PARTICIPATING AGENCIES
(INTRA-DISTRICT FUNDING)
FY 2020

This Memorandum of Understanding ("MOU") is made as of the ____ day of August 2020 by and between the Office of Disability Rights (ODR) ("Seller") and the Office of the City Administrator (OCA) ("Buyer") on behalf of participating District agencies listed in Attachment A.

For and in consideration of the mutual promises contained herein, the Seller and Buyer agencies (hereafter the "Parties") agree as follows:

I. BACKGROUND

- A. This MOU assesses the participating agencies listed in Attachment A for the costs of sign language interpretation services provided through ODR and shall serve as the basis for imposing and collecting assessments from other participating agencies who request sign language interpretation services from ODR after the effective date of this MOU. The City Administrator is signing the MOU on behalf of all participating agencies.
- B. The Office of the Chief Financial Officer, by and through the Agency Fiscal Officer of the Office of Disability Rights, will collect one hundred percent (100%) of the assessments against the participating agencies for the costs of sign language interpretation services (as set forth in Attachment A) as advances after the effective date of this MOU in order to obligate funds for the purchase order issued by ODR for the provision of sign language interpretation services. If an agency requests sign language interpretation services and the costs of those services are not covered by Attachment A, the request will be processed separately from, or as an addendum to, this MOU.

II. SERVICES/OBLIGATIONS OF PARTIES

- A. ODR shall, upon the request of participating agencies, provide sign language interpretation services (via a private contract vendor) for the participating agencies for meetings, conferences, trainings, and other interactions with District residents and consumers who are deaf and hard-of-hearing. The program will also provide interpreter services as a reasonable accommodation for District

government employees who are deaf or hard-of-hearing for meetings, conferences, and trainings.

- B. The following guidelines shall apply to the provision of sign language interpretation services by ODR under this MOU:
1. Interpreters must be requested by a participating agency with at least five (5) business days' notice.
 2. Interpreters generally are not available on an emergency/short-notice basis.
 3. Interpreters are only available for travel within the District.
 4. Interpreters may be provided for District government employees who are deaf or hard-of-hearing as a reasonable accommodation for meetings, conferences and trainings.
 5. If a participating agency cancels a request for an interpreter with less than three (3) business days' notice, the agency shall be responsible for the full cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation services from a participating agency falls outside of the guidelines described in subsection B of this section, interpreter services may be sought independently at the agency's own cost. ODR can assist with arranging for these services.
- D. The City Administrator, on behalf of the participating agencies, agrees to the terms, projected costs, and fund availability associated with the MOU.

III. FUNDING PROVISIONS

A. PAYMENT AND COST OF SERVICES

1. Payment for the services shall be made through Intra-District advances by the participating agencies to ODR in the amounts set forth in Attachment A, and any subsequent addendum. The participating agencies shall submit their advances within ten (10) business days after the effective date of this MOU.
2. ODR and a participating agency listed in Attachment A may increase the relevant amount listed in Attachment A by the mutual agreement of ODR and the participating agency. In addition, an agency not listed in Attachment A may participate in this MOU by the mutual agreement of ODR and the agency.

3. ODR shall provide itemized invoices for each completed service request, which shall explain the amounts billed for that request.
4. Advances to ODR for the services to be performed shall not exceed the amounts set forth in Attachment A, as may be modified pursuant to paragraph A.2 of this section.
5. ODR will relieve the advance and bill the participating agencies through the Intra-District process only for the actual costs of those goods and services actually provided pursuant to the terms of this MOU.
6. ODR shall return any excess advances to the participating agencies by September 30, 2020.

B. FY 2020 ASSESSMENT AMOUNT

The FY 2020 assessment amounts listed in Attachment A are based on the participating agencies' actual FY 2019 expenditures.

C. ADDITIONAL CHARGES

The cost for services under this MOU shall not exceed, for any participating agency, the amount listed on Attachment A for that participating agency for Fiscal Year 2020. Each participating agency shall be responsible for obtaining, and paying for, any SLI services for the agency above the MOU advance amount, unless otherwise agreed to by ODR and the participating agency. Costs above the advance amounts may occur because of increased demand for services by a participating agency, because of increased costs of services, or for other reasons not under the control of ODR. ODR shall notify the participating agencies if increased costs are expected to occur. It is also the responsibility of each participating agency to inform ODR of any current or future activities that may affect projected expenditures. Additional charges shall be paid pursuant to the terms of section III.A.2 of this MOU.

D. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. DURATION OF MOU

The period of this MOU shall be from October 1, 2019, through September 30, 2020, unless terminated in writing by the Parties before the expiration.

V. AUTHORITY FOR MOU

The authority for this MOU includes D.C. Official Code § 1-301.01(k)

VI. RECORDS AND REPORTS

ODR shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and shall make these documents available for inspection by duly authorized representatives of the participating agencies and other officials as may be specified by the City Administrator.

VII. NOTICE

The following individuals are the contact points for each Party under this MOU:

For the Seller/ODR

Haydn Demas, ADA Compliance Specialist
Office of Disability Rights
441 4th Street NW, Suite 729N Washington, DC 20001
Phone: 202-724-5055
Email: haydn.demas@dc.gov

For the Buyer/OCA

Barry Kreiswirth, General Counsel
Office of the City Administrator
1350 Pennsylvania Avenue NW, Suite 513
Washington, DC 20004
Phone: 202-615-2091
Email: barry.kreiswirth@dc.gov

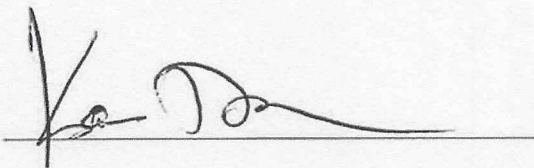
VIII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year written below:

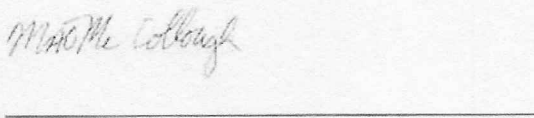
Buyer (on behalf of the participating agencies):

A handwritten signature in black ink, appearing to read 'Kevin Donahue', written over a horizontal line.

Date: 9/4/20

Kevin Donahue, Interim City Administrator

Seller:

A handwritten signature in black ink, appearing to read 'Mathew McCollough', written over a horizontal line.

Date: 8/25/2020

Mathew McCollough, Director (ODR)

ATTACHMENT A

Participating Agencies FY 2020 Advance Amounts

Participating Agencies — FY 2019 Usage and FY 2020 Advance Amounts				
Agency Code	Agency Acronym	Buyer Agency Name	Actual FY19 Usage	FY 2020 MOU Advance Amount
AA0	EOM	Executive Office of the Mayor	\$21,357.40	\$21,358.00
BA0	OS	Office of the Secretary	380.00	380.00
BD0	OP	Office of Planning		1,000.00
BE0	DCHR	Department of Human Resources	4,380.00	4,380.00
BN0	HSEMA	Homeland Security and Emergency Management Agency	3,950.00	3,950.00
CF0	DOES	Department of Employment Services	22,231.00	22,231.00
CI0	OCTFME	Office of Cable Television, Film, Music, and Entertainment		1,000.00
CR0	DCRA	Department of Consumer and Regulatory Affairs	3,242.00	3,242.00
DB0	DHCD	Department of Housing and Community Development	2,700.00	2,700.00
EB0	DMPED	Office of the Deputy Mayor for Planning and Economic Development	3,570.00	3,570.00
EN0	DSLBD	Department of Small and Local Business Development	1,995.00	1,995.00
FA0	MPD	Metropolitan Police Department	1,110.00	1,110.00
FB0	FEMS	Fire and Emergency Medical Services Department	1,017.50	1,018.00
GA0	DCPS	D.C. Public Schools	51,995.50	51,996.00
GD0	OSSE	Office of the State Superintendent of Education	4,216.00	4,216.00
GW0	ODME	Deputy Mayor for Education	660.00	660.00
HA0	DPR	Department of Parks and Recreation	1,950.00	1,950.00
HC0	DOH	Department of Health	1,510.00	1,510.00
HM0	OHR	Office of Human Rights	6,363.00	6,363.00
JA0	DHS	Department of Human Services	9,259.00	9,259.00
JZ0	DYRS	Department of Youth Rehabilitation Services	150.00	150.00
KA0	DDOT	District Department of Transportation	10,750.00	10,750.00
KG0	DOEE	Department of Energy and Environment	1,042.50	1,043.00
KV0	DMV	Department of Motor Vehicles	2,100.00	2,100.00
PO0	OCP	Office of Contracting and Procurement	900.00	900.00
SR0	DISB	Department of Insurance, Securities, and Banking	1,841.00	1,841.00
Subtotal - Fund 0703			\$158,669.90	\$160,672.00



INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia



PART I

GENERAL

MOU NUMBER: JR0-2020-SLI

DATE OF MOU: 4-Sep-20

SELLER INFORMATION

AGENCY: Office of Disability Rights

AGENCY CODE: JR0

NAME OF CONTACT: Anthony L. Young, Agency Fiscal Officer

ADDRESS : 250 E Street, SW, 6th floor

Washington, DC 20024

TELEPHONE # : (202) 730-1567 (202) 679-3713 mobile

FAX # : _____

AUTHORIZING OFFICER *Anthony L. Young*

DATE: 09/30/20

BUYER INFORMATION

AGENCY: Department of Health

AGENCY CODE: HC0

NAME OF CONTACT: Adreana Deane, Agency Fiscal Officer

ADDRESS : 899 North Capitol Street, NE, 5th Floor

Washington, DC 20002

TELEPHONE # : (202) 442-9222

FAX # : _____

AUTHORIZING OFFICER *Adreana A. Deane*

DATE: 10 / 6 / 20

PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION

MOU NUMBER: JR0-2020-SLI 2 OF 2

SERVICE INFORMATION AND FUNDING CODES

TOTAL: \$1,950.00

TOTAL:

TOTAL:

TOTAL:

[illegible]

**AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND
OFFICE OF HUMAN RIGHTS**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is between the District of Columbia Department of Employment Services (DOES) and the Office of Human Rights (OHR), referred to individually as “Party” and collectively as “Parties”.

DOES connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities. DOES through its Office of Paid Family Leave (OPFL) administers and enforces the District of Columbia’s paid family leave program, which provides medical, family, and parental leave benefits to covered employees in the District of Columbia.

OHR was established to eradicate discrimination, increase equal opportunity, and protect human rights for persons who live in or visit the District of Columbia. OHR proactively enforces local and federal human rights laws, including the DC Human Rights Act, through complaints filed at the OHR or through Director’s Inquiries, which allow OHR to identify and investigate practices and policies that may be discriminatory.

II. PURPOSE AND INTENT

D.C. Code § 32-541.08(e) states:

“For complaints, other than a claim determination, that arise under this act, the administrative enforcement procedure and relief shall be the same as that in D.C. FMLA.”

OHR currently enforces the D.C. FMLA. As such, OHR will process complaints other than a claim determination under Section 108 of the Universal Paid Leave Act. On August 31, 2020, the Council enacted the Local Budget Emergency Act of 2020 (Bill 23-0766), which requires that DOES effectuate an intra-District transfer of \$1,858,227 to the Office of Human Rights for implementation of the Universal Paid Leave Implementation Fund Act of 2016. The intent of this MOU is to establish a collaborative relationship between the Parties for the efficient and effective resolution of paid family leave complaints, other than claims determinations, as required pursuant to D.C. Code § 32-541.08(e) and for execution of the requisite intra-District fund transfer.

III. RESPONSIBILITIES OF THE PARTIES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DOES

DOES shall:

1. Transfer \$1,858,227.00 to OHR via Intra-District advance, in accordance with Section VI.B. of this MOU.
2. Provide all PFL directives, policy statements, requirements, or communications that pertain, in whole or in part, to the paid family leave complaints process or protocols, within 48 hours of finalization or receipt.
3. Cooperate with OHR to ensure the proper expenditure of local administrative grant funds consistent with all applicable District of Columbia and federal laws, regulations, directives, policy statements, and requirements.
4. Provide claimants' claims files, when requested by OHR, within ten (10) calendar days of receipt of the request.
5. Work collaboratively to create a secure transmission mechanism for claimants' claims files.
6. Communicate with OHR in a timely manner by responding to all correspondence within twenty-four (24) hours, or the next business day.

B. RESPONSIBILITIES OF OHR

OHR shall:

1. Receive, review, investigate, and resolve all complaints on paid family leave claims, other than claims determinations.
2. Consistent with D.C. Code § 32-541.06(j), develop and deliver educational program for the public through awareness campaign about claims processed by OHR.
3. Receive complaints directly from claimants.
4. Request claimant's claim file from DOES, if needed.

5. Work collaboratively to create a secure transmission mechanism for claimants' claims files.
6. OHR shall utilize any and all funds provided it pursuant to this MOU solely to educate the public and to investigate and adjudicate PFL complaints filed during the fiscal within which the funds were either appropriated or certified for the named expenditure or obligation.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2020 through September 30, 2021, unless otherwise dictated by applicable law(s).

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) and any other authority under the Parties' programs.

VI. FUNDING PROVISIONS

A. Payment Amount

1. Total payment under this MOU shall not exceed \$1,858,227.00 for FY 2021.

B. Payment Terms

1. DOES shall make the intra-District fund transfer to OHR no later than October 2, 2020.
2. OHR will return any excess advance to DOES by September 30, 2021.
3. The Parties' Directors or designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

1. Anti-Deficiency Considerations

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-

Deficiency Act, D.C. Official Code §§47-355.01-355.08, (iii) D.C. Official Code §47-105 (2001), and (iv) D.C. Official Code §1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. RECORDS AND REPORTS

OHR shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and upon the District of Columbia's request make these documents available for inspection by duly authorized representatives of DOES and other officials as may be specified by the District of Columbia at its sole discretion.

OHR shall provide, upon DOES' reasonable request or at regular intervals agreed to by the Parties, copies of accounting statements, budget plans, etc., as may be required by DOES pursuant to the paid family leave administrative grant and applicable federal and local laws, regulations, and directives.

VIII. CONFIDENTIAL INFORMATION

All case information exchanged between the Parties shall be treated with confidentiality provision established under D.C. Code § 32-541.06(h). The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU, in accordance with all relevant federal and local statutes, regulations, and policies.

IX. TERMINATION

This Agreement shall terminate on September 30, 2021, unless otherwise required by law.

X. NOTICE

The following individuals are the contact point for each Party under this MOU:

Jeffrey J. Reddig
Attorney Advisor, Office of Paid Family Leave
Department of Employment Services
4058 Minnesota Avenue, NE
Suite 4500
Washington, DC 20019
Phone: (202) 664-5754
Email: jeffrey.reddig@dc.gov

Hnin Khaing
General Counsel
D.C. Office of Human Rights

Marion S. Barry, Jr. Building
441 4th Street, NW Suite 570N
Washington, DC 20001
Phone: (202) 741-5865
Email: hnin.khaing@dc.gov

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties, prior to its expiration or termination.

XII. MISCELLANEOUS

A. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

B. DOES-OHR PROGRAM MEETINGS

1. OHR and DOES shall meet from time to time upon the reasonable request of either Party to discuss issues of mutual concern and interest. OHR and DOES shall cooperate in setting the agendas for these meetings and shall alternate chairing the meetings. OHR and DOES shall work cooperatively and in good faith to promptly address issues of concern raised during the meetings.
2. The OHR Director and DOES Director each have designated these staff members to address issues that arise under this MOU. The address and phone numbers to members are as shown below.

OHR MEMBERS

Interim Director – Michelle Garcia - (202) 492-5557
General Counsel – Hnin Khaing – (202) 679-5797

Office of Human Rights
441 4th Street, NW
Suite 570N
Washington, DC 20001
(202) 727-4559

DOES MEMBERS

Director – Dr. Unique Morris-Hughes
Deputy Director – Monnikka Madison – (202) 698 -3702
Attorney for Paid Family Leave Program – Jeffrey Reddig – (202) 664-5754

Department of Employment Services
Office of Paid Family Leave

4058 Minnesota Ave, NE
Suite 4500
Washington, DC 20019

3. This list may be updated as needed by the OHR Director and by the DOES Director. Amendments or substitutions to the list may be made at any time by written notification from the OHR Director or the DOES Director.

C. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code §2-351.01 et seq.) to procure the goods or services of the agent or third party.

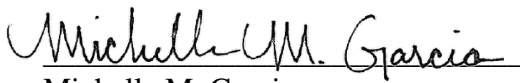
IN WITNESS WHEREOF, the Parties hereto have executed this Amended MOU as follows:

DOES

Dr. Unique Morris-Hughes
Director

Date: 11-24-20

OHR


Michelle M. Garcia
Interim Director

Date: 11/19/2020

Q26 MOUs for FY20 and FY21 to date.xlsx
FY20 OHR Seller

Program	Project	Ph	Title	Seller Agency	Grand Total	Purpose of MOU
OHR	UNPDLE	20	Universal Paid Leave	Department of Employment Services	12,776	Complaint processing per section 108 of the Universal Paid Leave Act.
				Total	12,776	

Q26 MOUs for FY20 and FY21 to date.xlsx
FY20 OHR Buyer

Program	Project	Ph	Title	Seller Agency	Grand Total	Purpose of MOU
OHR	K309HM	01	FY 20 655 15th St	Department of General Services	190,000	Buildout of office space for OHR
OHR	IDCASL	20	SLI	Office of Disability Rights	4,540	Sign Language Interpretation
OHR	9FMHM0	20	Fleet Services	Department of Public Services	1,511	Fleet
OHR	0DCRTP	02	DCRT Data Migration Project - 2010	Office of the Chief Technology Officer	69,977	OHR Case Management System
OHR	0DCRTP	03	DCRT Data Migration Project - 2013	Office of the Chief Technology Officer	12,748	OHR Case Management System
OHR	0DETHM	10	FY20-DC NET RTS	Office of the Chief Technology Officer	808	OCTO Assessment
Total					279,585	

Q26 MOUs for FY20 and FY21 to date.xlsx
FY21 OHR Seller

Program	Project	Ph	Title	Buyer Agency	Grand Total	Purpose of MOU
OHR	UNPDLE	21	Universal Paid Leave	Department of Employment Services	1,858,227	Complaint processing per section 108 of the Universal Paid Leave Act.
				Total	1,858,227	

Program	Project	Ph	Title	Seller Agency	Grand Total	Purpose of MOU
OHR	L21HM0	03	NON-DCNET SERVICES	Office of Finance and Risk Management	2,000	To cover the costs associated with Requests for Telephone Services (RTS)
OHR	9FMHM0	21	Fleet Services	Department of Public Works	2,118	Fleet
OHR	DTHM21	10	DCNET Services	Office of the Chief Technology Officer	2,245	OCTO Assessment
				Total	6,363	

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT J
Response to Question #28 - 11 pages

OFFICE OF HUMAN RIGHTS
FY20 - FY21 BUDGET
FUND LEVEL

Approp Fund	GAAP Category Title	Comp Source Group	Comp Object	FY 2020 BUDGET	FY 2020 EXPENDITURE	FY 2020 VARIANCE	Variance Explanations	FY 2021 BUDGET	FY 2021 EXPENDITURE
0100	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0111 - CONTINUING FULL TIME	2,641,736.95	3,062,724.42	-420,987.47		4,799,097.52	652,528.64
		0011 - REGULAR PAY - CONT FULL TIME - Total		2,641,736.95	3,062,724.42	-420,987.47		4,799,097.52	652,528.64
		0012 - REGULAR PAY - OTHER	0121 - TEMPORARY FULL-TIME	0	0	0		231,442.86	0
			0125 - TERM FULL-TIME	769,026.5	199,566.76	569,459.74		248,139.1	60,536.44
		0012 - REGULAR PAY - OTHER - Total		769,026.5	199,566.76	569,459.74		479,581.96	60,536.44
		0013 - ADDITIONAL GROSS PAY	0132 - ADMINISTRATIVE PREMIUM	0	8,834.46	-8,834.46		0	0
			0134 - TERMINAL LEAVE	0	24,642.03	-24,642.03		0	0
			0138 - BONUS PAY	0	3,078.27	-3,078.27		0	0
		0013 - ADDITIONAL GROSS PAY - Total		0	36,554.76	-36,554.76		0	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0141 - GROUP LIFE INSURANCE	0	1,853.54	-1,853.54		0	373.67
			0142 - HEALTH BENEFITS	0	415,465.09	-415,465.09		0	90,905.73
			0147 - MISC FRINGE BENEFITS	869,714.18	-27,979.09	897,693.27		1,327,577.86	0
			0148 - RETIREMENT CONTRIBUTION - FICA	0	194,839.42	-194,839.42		0	41,160.19
			0154 - OPTICAL PLAN	0	2,657.92	-2,657.92		0	573.2
			0155 - DENTAL PLAN	0	8,031.11	-8,031.11		0	1,717.5
			0157 - PREPAID LEGAL	0	1,141.54	-1,141.54		0	277.02
			0158 - MEDICARE CONTRIBUTION	0	46,176.55	-46,176.55		0	9,775.48
			0159 - RETIREMENT	0	143,745.11	-143,745.11		0	31,931.39
			0160 - DC METRO BENEFITS	0	168.75	-168.75		0	0
			0161 - DC HEALTH BENEFIT FEES	0	18,314.07	-18,314.07		0	3,867.34
		0014 - FRINGE BENEFITS - CURR PERSONNEL - Total		869,714.18	804,414.01	65,300.17		1,327,577.86	180,581.52
		0015 - OVERTIME PAY	0133 - OVERTIME PAY	0	935.71	-935.71		0	400.05
		0015 - OVERTIME PAY - Total		0	935.71	-935.71		0	400.05
		PERSONNEL SERVICES - Total		4,280,477.63	4,104,195.66	176,281.97		6,606,257.34	894,046.65
	NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	0201 - OFFICE SUPPLIES	0	0	0		18,450	0
			0210 - GENERAL	11,747.58	617.66	11,129.92		11,621.6	11,621
		0020 - SUPPLIES AND MATERIALS - Total		11,747.58	617.66	11,129.92		30,071.6	11,621
		0031 - TELECOMMUNICATIONS	0308 - TELECOMMUNICATIONS	0	808.36	-808.36		0	4,245
		0031 - TELECOMMUNICATIONS - Total		0	808.36	-808.36		0	4,245
		0032 - RENTALS - LAND AND STRUCTURES	0309 - RENTALS - LAND AND STRUCTURES	0	0	0		0	0
		0032 - RENTALS - LAND AND STRUCTURES - Total		0	0	0		0	0
		0040 - OTHER SERVICES AND CHARGES	0404 - MAINTENANCE AND REPAIRS - AUTO	2,000	1,511.05	488.95		2,117.9	0
			0408 - PROF SERVICE FEES AND CONTR	20,070.36	50,278.16	-30,207.8		606,577.03	1,175
			0410 - OFFICE SUPPORT	9,045.9	896.27	8,149.63		16,245.9	12,245.9
			0411 - PRINTING, DUPLICATING, ETC	10,000	0	10,000		10,000	10,000
			0416 - POSTAGE	0	0	0		1,000	0
		0040 - OTHER SERVICES AND CHARGES - Total		41,116.26	52,685.48	-11,569.22		635,940.83	23,420.9
		0041 - CONTRACTUAL SERVICES - OTHER	0409 - CONTRACTUAL SERVICES - OTHER	584,522.04	614,589.7	-30,067.66		662,110.67	42,151.54
		0041 - CONTRACTUAL SERVICES - OTHER - Total		584,522.04	614,589.7	-30,067.66		662,110.67	42,151.54
		0070 - EQUIPMENT & EQUIPMENT RENTAL	0702 - PURCHASES - EQUIPMENT AND MACHINERY	0	0	0		7,276.57	0
		0070 - EQUIPMENT & EQUIPMENT RENTAL - Total		0	0	0		7,276.57	0
		NON-PERSONNEL SERVICES - Total		637,385.88	668,701.2	-31,315.32		1,335,399.67	81,438.44
0100 - Total		4,917,863.51	4,772,896.86	144,966.65	Variance is primarily a result of vacancy savings.	7,941,657.01	975,485.09		

OFFICE OF HUMAN RIGHTS**FY20 - FY21 BUDGET****FUND LEVEL**

Approp Fund	GAAP Category Title	Comp Source Group	Comp Object	FY 2020 BUDGET	FY 2020 EXPENDITURE	FY 2020 VARIANCE	Variance Explanations	FY 2021 BUDGET	FY 2021 EXPENDITURE		
0200	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0111 - CONTINUING FULL TIME	30	26,029.17	-25,999.17		86,494.3	14,193.17		
			0011 - REGULAR PAY - CONT FULL TIME - Total	30	26,029.17	-25,999.17		86,494.3	14,193.17		
		0012 - REGULAR PAY - OTHER	0125 - TERM FULL-TIME	0	0	0		87,931	0		
			0012 - REGULAR PAY - OTHER - Total	0	0	0		87,931	0		
		0013 - ADDITIONAL GROSS PAY	0132 - ADMINISTRATIVE PREMIUM	0	-6,818.46	6,818.46		0	0		
			0134 - TERMINAL LEAVE	0	6,818.46	-6,818.46		0	0		
		0013 - ADDITIONAL GROSS PAY - Total		0	0	0		0	0		
			0014 - FRINGE BENEFITS - CURR PERSONNEL	0141 - GROUP LIFE INSURANCE	0	54.23	-54.23		0	8.24	
		0142 - HEALTH BENEFITS		0	3,533.01	-3,533.01		0	2,241.04		
			0147 - MISC FRINGE BENEFITS	4,014.31	-10,597.46	14,611.77		42,385.34	0		
			0148 - RETIREMENT CONTRIBUTION - FICA	0	6,060.6	-6,060.6		0	812.76		
			0154 - OPTICAL PLAN	0	64.69	-64.69		0	10.67		
			0155 - DENTAL PLAN	0	207.65	-207.65		0	35.2		
			0158 - MEDICARE CONTRIBUTION	0	1,417.47	-1,417.47		0	190.15		
			0159 - RETIREMENT	0	3,003.57	3,003.57		0	709.63		
			0161 - DC HEALTH BENEFIT FEES	0	270.55	-270.55		0	101.06		
			0014 - FRINGE BENEFITS - CURR PERSONNEL - Total	4,014.31	4,014.31	0		42,385.34	4,108.75		
		PERSONNEL SERVICES - Total				4,044.31	30,043.48	-25,999.17		216,810.64	18,301.92
		NON-PERSONNEL SERVICES	0031 - TELECOMMUNICATIONS	0308 - TELECOMMUNICATIONS	0	0	0		0	0	
				0031 - TELECOMMUNICATIONS - Total	0	0	0		0	0	
	0040 - OTHER SERVICES AND CHARGES		0402 - TRAVEL - OUT OF CITY	12,000	12,000	0		12,000	20,955.86		
			0408 - PROF SERVICE FEES AND CONTR	25,461.69	6,066.57	19,395.12		82,859.47	14,480.91		
			0410 - OFFICE SUPPORT	0	0	0		0	-1,732.34		
			0411 - PRINTING, DUPLICATING, ETC	0	0	0		9,082.05	0		
			0419 - TUITION FOR EMPLOYEE TRAINING	10,721.96	10,721.96	0		8,254.14	4,140.34		
			0040 - OTHER SERVICES AND CHARGES - Total	48,183.65	28,788.53	19,395.12		112,195.66	37,844.77		
	0041 - CONTRACTUAL SERVICES - OTHER		0409 - CONTRACTUAL SERVICES - OTHER	6,604.05	0	6,604.05		9,771.76	0		
			0041 - CONTRACTUAL SERVICES - OTHER - Total	6,604.05	0	6,604.05		9,771.76	0		
	NON-PERSONNEL SERVICES - Total				54,787.7	28,788.53	25,999.17		121,967.42	37,844.77	
	0200 - Total				58,832.01	58,832.01	0	N/A	338,778.06	56,146.69	
	0400		NON-PERSONNEL SERVICES	0041 - CONTRACTUAL SERVICES - OTHER	0409 - CONTRACTUAL SERVICES - OTHER	89,158.89	73,358.89	15,800		0	0
					0041 - CONTRACTUAL SERVICES - OTHER - Total	89,158.89	73,358.89	15,800		0	0
		NON-PERSONNEL SERVICES - Total				89,158.89	73,358.89	15,800		0	0
	0400 - Total				89,158.89	73,358.89	15,800	Variance due to contractor underspending.	0	0	
0450	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0111 - CONTINUING FULL TIME	0	0	0		0	0		
			0011 - REGULAR PAY - CONT FULL TIME - Total	0	0	0		0	0		
		0012 - REGULAR PAY - OTHER	0125 - TERM FULL-TIME	0	0	0		0	0		
			0012 - REGULAR PAY - OTHER - Total	0	0	0		0	0		
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0147 - MISC FRINGE BENEFITS	0	0	0		0	0		
			0014 - FRINGE BENEFITS - CURR PERSONNEL - Total	0	0	0		0	0		
		PERSONNEL SERVICES - Total				0	0	0		0	0
0450 - Total				0	0	0	N/A	0	0		

OFFICE OF HUMAN RIGHTS**FY20 - FY21 BUDGET****FUND LEVEL**

Approp Fund	GAAP Category Title	Comp Source Group	Comp Object	FY 2020 BUDGET	FY 2020 EXPENDITURE	FY 2020 VARIANCE	Variance Explanations	FY 2021 BUDGET	FY 2021 EXPENDITURE
0700	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0111 - CONTINUING FULL TIME	288,744	10,670.48	278,073.52		930,373	5,505.14
		0011 - REGULAR PAY - CONT FULL TIME - Total		288,744	10,670.48	278,073.52		930,373	5,505.14
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0141 - GROUP LIFE INSURANCE	0	3.05	-3.05		0	3.17
			0142 - HEALTH BENEFITS	0	357.17	-357.17		0	488.61
			0147 - MISC FRINGE BENEFITS	0	1,068.82	-1,068.82		217,854	0
			0148 - RETIREMENT CONTRIBUTION - FICA	0	313.57	-313.57		0	322.99
			0154 - OPTICAL PLAN	0	3.32	-3.32		0	2.83
			0155 - DENTAL PLAN	0	9.65	-9.65		0	7.99
			0158 - MEDICARE CONTRIBUTION	0	73.31	-73.31		0	75.54
			0159 - RETIREMENT	0	263.74	-263.74		0	275.23
			0161 - DC HEALTH BENEFIT FEES	0	12.46	-12.46		0	23
		0014 - FRINGE BENEFITS - CURR PERSONNEL - Total		0	2,105.09	-2,105.09		217,854	1,199.36
		PERSONNEL SERVICES - Total		288,744	12,775.57	275,968.43		1,148,227	6,704.5
	NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	0201 - OFFICE SUPPLIES	7,500	0	7,500		175,000	0
			0210 - GENERAL	0	0	0		0	30,000
		0020 - SUPPLIES AND MATERIALS - Total		7,500	0	7,500		175,000	30,000
		0035 - OCCUPANCY FIXED COSTS	0310 - OCCUPANCY FIXED COSTS	0	0	0		230,000	0
			0035 - OCCUPANCY FIXED COSTS - Total		0	0	0		230,000
		0040 - OTHER SERVICES AND CHARGES	0408 - PROF SERVICE FEES AND CONTR	22,500	0	22,500		0	0
			0410 - OFFICE SUPPORT	0	0	0		200,000	0
			0411 - PRINTING, DUPLICATING, ETC	5,000	0	5,000		0	0
		0040 - OTHER SERVICES AND CHARGES - Total		27,500	0	27,500		200,000	0
		0041 - CONTRACTUAL SERVICES - OTHER	0409 - CONTRACTUAL SERVICES - OTHER	4,559.72	3,119.72	1,440		0	0
			0041 - CONTRACTUAL SERVICES - OTHER - Total		4,559.72	3,119.72	1,440		0
		0050 - SUBSIDIES AND TRANSFERS	0507 - SUBSIDIES	0	0	0		100,000	0
			0050 - SUBSIDIES AND TRANSFERS - Total		0	0	0		100,000
		NON-PERSONNEL SERVICES - Total			39,559.72	3,119.72	36,440		705,000
0700 - Total				328,303.72	15,895.29	312,408.43	NPS and PS variances are both a result of low complaint case processing for the Universal Paid Leave Act.	1,853,227	36,704.5

OFFICE OF HUMAN RIGHTS
FY20 - FY21 BUDGET
ACTIVITY LEVEL

PROGRAM: 1000 - OFFICE OF HUMAN RIGHTS (CC)

Approp Fund	Activity	GAAP Category Title	Comp Source Group	FY 2020 BUDGET	FY 2020 EXPENDITURE	FY 2020 VARIANCE	Variance Explaintaion	FY 2021 BUDGET	FY 2021 EXPENDITURE
0100	1020 - CONTRACTING AND PROCUREMENT	NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	0	0	0		0	0
			0040 - OTHER SERVICES AND CHARGES	0	0	0		0	0
		NON-PERSONNEL SERVICES - Total		0	0	0		0	0
		1020 - CONTRACTING AND PROCUREMENT - Total		0	0	0		0	0
	1030 - PROPERTY MANAGEMENT	NON-PERSONNEL SERVICES	0032 - RENTALS - LAND AND STRUCTURES	0	0	0		0	0
			0040 - OTHER SERVICES AND CHARGES	2,000	1,511.05	488.95		2,117.9	0
			0041 - CONTRACTUAL SERVICES - OTHER	190,000	190,000	0		0	0
		NON-PERSONNEL SERVICES - Total		192,000	191,511.05	488.95		2,117.9	0
		1030 - PROPERTY MANAGEMENT - Total		192,000	191,511.05	488.95		2,117.9	0
	1040 - INFORMATION TECHNOLOGY	NON-PERSONNEL SERVICES	0041 - CONTRACTUAL SERVICES - OTHER	143,840.07	141,263.67	2,576.4		0	0
			NON-PERSONNEL SERVICES - Total	143,840.07	141,263.67	2,576.4		0	0
		1040 - INFORMATION TECHNOLOGY - Total		143,840.07	141,263.67	2,576.4		0	0
	1060 - LEGAL SERVICES	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	239,339.66	336,907.77	-97,568.11		429,146.53	72,532.47
			0012 - REGULAR PAY - OTHER	100,353.53	0	100,353.53		0	0
			0013 - ADDITIONAL GROSS PAY	0	1,700.11	-1,700.11		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	82,029.91	73,960.62	8,069.29		102,655.53	16,668.05
		PERSONNEL SERVICES - Total		421,723.1	412,568.5	9,154.6		531,802.06	89,200.52
		NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	1,747.58	601.77	1,145.81		1,621.6	1,621
			0040 - OTHER SERVICES AND CHARGES	0.07	0	0.07		545.46	0
		NON-PERSONNEL SERVICES - Total		1,747.65	601.77	1,145.88		2,167.06	1,621
		1060 - LEGAL SERVICES - Total		423,470.75	413,170.27	10,300.48		533,969.12	90,821.52
	1090 - PERFORMANCE MANAGEMENT	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	388,296.81	316,216.86	72,079.95		586,136.03	55,909.73
			0013 - ADDITIONAL GROSS PAY	0	9,873.91	-9,873.91		0	0

OFFICE OF HUMAN RIGHTS
FY20 - FY21 BUDGET
ACTIVITY LEVEL

PROGRAM: 1000 - OFFICE OF HUMAN RIGHTS (CC)

			0014 - FRINGE BENEFITS - CURR PERSONNEL	93,766.93	78,741.3	15,025.63		140,551.06	14,422.14
			PERSONNEL SERVICES - Total	482,063.74	404,832.07	77,231.67		726,687.09	70,331.87
		NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	0	40,269.24	-40,269.24		27,000	0
			0041 - CONTRACTUAL SERVICES - OTHER	0	9,503.09	-9,503.09		20,000	0
			NON-PERSONNEL SERVICES - Total	0	49,772.33	-49,772.33		47,000	0
		1090 - PERFORMANCE MANAGEMENT	- Total	482,063.74	454,604.4	27,459.34		773,687.09	70,331.87
2030 - INVESTIGATIONS	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0	0	0			0	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0	0	0			0	0
		PERSONNEL SERVICES - Total	0	0	0			0	0
	2030 - INVESTIGATIONS	- Total	0	0	0			0	0
2070 - PUBLIC EDUCATION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0	0	0			85,570	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0	0	0			20,793.51	0
		PERSONNEL SERVICES - Total	0	0	0			106,363.51	0
	2070 - PUBLIC EDUCATION	- Total	0	0	0			106,363.51	0
2090 - LANGUAGE ACCESS OVERSIGHT	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	46,192	0	46,192			0	0
		PERSONNEL SERVICES - Total	46,192	0	46,192			0	0
	2090 - LANGUAGE ACCESS OVERSIGHT	- Total	46,192	0	46,192			0	0
0100 - Total				1,287,566.56	1,200,549.39	87,017.17	Variance primarily due to vacancy savings.	1,416,137.62	161,153.39
0700	1060 - LEGAL SERVICES	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	52,258	5,897.46	46,360.54		0	4,798.7
			0014 - FRINGE BENEFITS - CURR PERSONNEL	0	1,219.96	-1,219.96		0	981.2
		PERSONNEL SERVICES - Total	52,258	7,117.42	45,140.58			0	5,779.9
		NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	0	0	0		25,000	0
			0035 - OCCUPANCY FIXED COSTS	0	0	0		100,000	0
			0040 - OTHER SERVICES AND CHARGES	2,500	0	2,500		0	0

OFFICE OF HUMAN RIGHTS
FY20 - FY21 BUDGET
ACTIVITY LEVEL

PROGRAM: 1000 - OFFICE OF HUMAN RIGHTS (CC)

		0041 - CONTRACTUAL SERVICES - OTHER	1,440	0	1,440		0	0
		NON-PERSONNEL SERVICES - Total	3,940	0	3,940		125,000	0
	1060 - LEGAL SERVICES	- Total	56,198	7,117.42	49,080.58		125,000	5,779.9
1090 - PERFORMANCE MANAGEMENT	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	29,991	1,442.21	28,548.79		0	1,274.83
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0	354.81	-354.81		0	313.61
		PERSONNEL SERVICES - Total	29,991	1,797.02	28,193.98		0	1,588.44
	NON-PERSONNEL SERVICES	0041 - CONTRACTUAL SERVICES - OTHER	0.	0.	0		0	0
		NON-PERSONNEL SERVICES - Total	0.	0.	0		0	0
	1090 - PERFORMANCE MANAGEMENT	- Total	29,991.	1,797.02	28,193.98		0	1,588.44
2070 - PUBLIC EDUCATION	NON-PERSONNEL SERVICES	0035 - OCCUPANCY FIXED COSTS	0	0	0		100,000	0
		NON-PERSONNEL SERVICES - Total	0	0	0		100,000	0
	2070 - PUBLIC EDUCATION	- Total	0	0	0		100,000	0
0700 - Total			86,189.	8,914.44	77,274.56	Variance primarily due to vacancy savings.	225,000	7,368.34

OFFICE OF HUMAN RIGHTS
FY20 - FY21 BUDGET
ACTIVITY LEVEL

PROGRAM: 2000 - OHR-EQUAL JUSTICE

Approp Fund	Activity	GAAP Category Title	Comp Source Group	FY 2020 BUDGET	FY 2020 EXPENDITURE	FY 2020 VARIANCE	Variance Explanation	FY 2021 BUDGET	FY 2021 EXPENDITURE
0100	2010 - INTAKE	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	81,517.76	374,239.13	-292,721.37		432,936.56	70,010.65
			0012 - REGULAR PAY - OTHER	300,923.95	0	300,923.95		0	0
			0013 - ADDITIONAL GROSS PAY	0	14,918.4	-14,918.4		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	92,352.85	113,465.8	-21,112.95		105,186.67	23,530.42
			0015 - OVERTIME PAY	0	272.93	-272.93		0	0
			PERSONNEL SERVICES - Total	474,794.56	502,896.26	-28,101.7		538,123.23	93,541.07
		NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	-114,926	0	-114,926		0	0
			NON-PERSONNEL SERVICES - Total	-114,926	0	-114,926		0	0
		2010 - INTAKE - Total		359,868.56	502,896.26	-143,027.7		538,123.23	93,541.07
2020 - MEDIATION	2020 - MEDIATION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	150,733.42	489,391.09	-338,657.67		409,614.03	109,241.92
			0012 - REGULAR PAY - OTHER	306,530.39	0	306,530.39		82,238.63	0
			0013 - ADDITIONAL GROSS PAY	0	868	-868		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	110,421.06	111,156.41	-735.35		119,520.19	25,294.25
			PERSONNEL SERVICES - Total	567,684.87	601,415.5	-33,730.63		611,372.85	134,536.17
		NON-PERSONNEL SERVICES	0041 - CONTRACTUAL SERVICES - OTHER	15,000	15,000	0		92,353	25,296.41
			NON-PERSONNEL SERVICES - Total	15,000	15,000	0		92,353	25,296.41
		2020 - MEDIATION - Total		582,684.87	616,415.5	-33,730.63		703,725.85	159,832.58
2030 - INVESTIGATIONS	2030 - INVESTIGATIONS	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	887,280.7	1,161,961.63	-274,680.93		1,626,400.72	259,786.8
			0012 - REGULAR PAY - OTHER	61,218.63	125,224.71	-64,006.08		203,930.27	40,789.47
			0013 - ADDITIONAL GROSS PAY	0	7,070.46	-7,070.46		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	286,275.69	321,528.07	-35,252.38		493,333.51	77,185.29
			0015 - OVERTIME PAY	0	662.78	-662.78		0	400.05
			PERSONNEL SERVICES - Total	1,234,775.02	1,616,447.65	-381,672.63		2,323,664.5	378,161.61
		NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	10,000	15.89	9,984.11		10,000	10,000
			0031 - TELECOMMUNICATIONS	0	808.36	-808.36		0	4,245

Attachment FY20 Oversight - Q4 2 of 2
Equal Justice

		0040 - OTHER SERVICES AND CHARGES	19,079	10,771.27	8,307.73		30,020.28	13,420.9
		0041 - CONTRACTUAL SERVICES - OTHER	89,506.22	119,233.91	-29,727.69		193,573.42	1,221.56
		0070 - EQUIPMENT & EQUIPMENT RENTAL	0	0	0		7,276.57	0
		NON-PERSONNEL SERVICES - Total	118,585.22	130,829.43	-12,244.21		240,870.27	28,887.46
2030 - INVESTIGATIONS		- Total	1,353,360.24	1,747,277.08	-393,916.84		2,564,534.77	407,049.07
2050 - FAIR HOUSING PROGRAM	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	13,953.02	6,183.56	7,769.46		15,263.7	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	3,369.34	1,269.75	2,099.59		3,709.08	0
		PERSONNEL SERVICES - Total	17,322.36	7,453.31	9,869.05		18,972.78	0
2050 - FAIR HOUSING PROGRAM		- Total	17,322.36	7,453.31	9,869.05		18,972.78	0
2060 - RESEARCH AND COMPLIANCE	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	10,000	0	10,000		10,000	10,000
		NON-PERSONNEL SERVICES - Total	10,000	0	10,000		10,000	10,000
2060 - RESEARCH AND COMPLIANCE		- Total	10,000	0	10,000		10,000	10,000
2070 - PUBLIC EDUCATION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	382,055.88	193,669.52	188,386.36		741,584.09	28,317.24
		0012 - REGULAR PAY - OTHER	0	74,342.05	-74,342.05		193,413.06	19,746.97
		0013 - ADDITIONAL GROSS PAY	0	1,700.07	-1,700.07		0	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	92,259.65	56,678.84	35,580.81		227,204.31	11,042.02
		PERSONNEL SERVICES - Total	474,315.53	326,390.48	147,925.05		1,162,201.46	59,106.23
	NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	0	0	0		18,450	0
		0040 - OTHER SERVICES AND CHARGES	0	0	0		370,000	0
		0041 - CONTRACTUAL SERVICES - OTHER	135,099.75	135,049.28	50.47		341,177.25	13,545.57
		NON-PERSONNEL SERVICES - Total	135,099.75	135,049.28	50.47		729,627.25	13,545.57
2070 - PUBLIC EDUCATION		- Total	609,415.28	461,439.76	147,975.52		1,891,828.71	72,651.8
2085 - BULLYING PREVENTION OVERSIGHT	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	114,926.76	0	114,926.76		114,952	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	27,752.71	0	27,752.71		27,753	0
		PERSONNEL SERVICES - Total	142,679.47	0	142,679.47		142,705	0
	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	37.19	0	37.19		37.19	0
		NON-PERSONNEL SERVICES - Total	37.19	0	37.19		37.19	0
2085 - BULLYING PREVENTION OVERSIGHT		- Total	142,716.66	0	142,716.66		142,742.19	0

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Equal Justice

	2090 - LANGUAGE ACCESS OVERSIGHT	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	124,926	133.92	124,792.08		196,220	0
		NON-PERSONNEL SERVICES - Total		124,926	133.92	124,792.08		196,220	0
		2090 - LANGUAGE ACCESS OVERSIGHT - Total		124,926	133.92	124,792.08		196,220	0
		0100 - Total			3,200,293.97	3,335,615.83	-135,321.86	Variance is primarily a result of PS expenses , offset by Human Rights Comission.	6,066,147.53
0200	2030 - INVESTIGATIONS	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	30	26,029.17	-25,999.17		86,494.3	14,193.17
			0012 - REGULAR PAY - OTHER	0	0	0		87,931	0
			0013 - ADDITIONAL GROSS PAY	0	0	0		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	4,014.31	4,091.88	-77.57		42,385.34	4,108.75
		PERSONNEL SERVICES - Total		4,044.31	30,121.05	-26,076.74		216,810.64	18,301.92
		NON-PERSONNEL SERVICES	0031 - TELECOMMUNICATIONS	0	0	0		0	0
			0040 - OTHER SERVICES AND CHARGES	36,279.65	16,884.53	19,395.12		68,108.3	35,104.43
		NON-PERSONNEL SERVICES - Total		36,279.65	16,884.53	19,395.12		68,108.3	35,104.43
	2030 - INVESTIGATIONS - Total			40,323.96	47,005.58	-6,681.62		284,918.94	53,406.35
	2085 - BULLYING PREVENTION OVERSIGHT	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	6,000	6,000	0		29,087.36	0
			NON-PERSONNEL SERVICES - Total		6,000	6,000	0		29,087.36
		2085 - BULLYING PREVENTION OVERSIGHT - Total			6,000	6,000	0		29,087.36
	2090 - LANGUAGE ACCESS OVERSIGHT	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	5,904	5,904	0		15,000	2,740.34
			0041 - CONTRACTUAL SERVICES - OTHER	6,604.05	0	6,604.05		9,771.76	0
			NON-PERSONNEL SERVICES - Total		12,508.05	5,904	6,604.05		24,771.76
		2090 - LANGUAGE ACCESS OVERSIGHT - Total			12,508.05	5,904	6,604.05		24,771.76
0200 - Total			58,832.01	58,909.58	-77.57	N/A	338,778.06	56,146.69	
0400	2085 - BULLYING PREVENTION OVERSIGHT	NON-PERSONNEL SERVICES	0041 - CONTRACTUAL SERVICES - OTHER	89,158.89	73,358.89	15,800		0	0
		NON-PERSONNEL SERVICES - Total		89,158.89	73,358.89	15,800		0	0
	2085 - BULLYING PREVENTION OVERSIGHT - Total			89,158.89	73,358.89	15,800		0	0
0400 - Total			89,158.89	73,358.89	15,800	Variance due to contractor underspending.	0	0	
0700	2010 - INTAKE	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	21,271	0	21,271		0	12.96
			0014 - FRINGE BENEFITS - CURR PERSONNEL	0	0	0		0	2.61
		PERSONNEL SERVICES - Total		21,271	0	21,271		0	15.57

Attachment FY20 Oversight - Q4 2 of 2
Equal Justice

	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	10,000	0	10,000		0	0
		0041 - CONTRACTUAL SERVICES - OTHER	0	0	0		0	0
	NON-PERSONNEL SERVICES - Total		10,000	0	10,000		0	0
2010 - INTAKE - Total			31,271	0	31,271		0	15.57
2020 - MEDIATION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	50,038	2,498.71	47,539.29		0	-555.25
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0	404.36	-404.36		0	-89.84
	PERSONNEL SERVICES - Total		50,038	2,903.07	47,134.93		0	-645.09
	NON-PERSONNEL SERVICES	0040 - OTHER SERVICES AND CHARGES	0	0	0		0	0
		0041 - CONTRACTUAL SERVICES - OTHER	0	0	0		0	0
	NON-PERSONNEL SERVICES - Total		0	0	0		0	0
	2020 - MEDIATION - Total			50,038	2,903.07	47,134.93		0
2030 - INVESTIGATIONS	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	102,556	456.21	102,099.79		930,373	-26.1
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0	49.45	-49.45		217,854	-8.22
	PERSONNEL SERVICES - Total		102,556	505.66	102,050.34		1,148,227	-34.32
	NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	7,500	0	7,500		100,000	20,000
		0035 - OCCUPANCY FIXED COSTS	0	0	0		30,000	0
		0040 - OTHER SERVICES AND CHARGES	0	0	0		100,000	0
		0041 - CONTRACTUAL SERVICES - OTHER	0	0	0		0	0
NON-PERSONNEL SERVICES - Total		7,500	0	7,500		230,000	20,000	
2030 - INVESTIGATIONS - Total			110,056	505.66	109,550.34		1,378,227	19,965.68
2060 - RESEARCH AND COMPLIANCE	NON-PERSONNEL SERVICES	0041 - CONTRACTUAL SERVICES - OTHER	0	0	0		0	0
	NON-PERSONNEL SERVICES - Total		0	0	0		0	0
2060 - RESEARCH AND COMPLIANCE - Total			0	0	0		0	0
2070 - PUBLIC EDUCATION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	12,979	375.89	12,603.11		0	0
		0014 - FRINGE BENEFITS - CURR PERSONNEL	0	76.51	-76.51		0	0
	PERSONNEL SERVICES - Total		12,979	452.4	12,526.6		0	0
	NON-PERSONNEL SERVICES	0020 - SUPPLIES AND MATERIALS	0	0	0		50,000	10,000
		0040 - OTHER SERVICES AND CHARGES	15,000	0	15,000		100,000	0

Attachment FY20 Oversight - Q4 2 of 2
Equal Justice

		0041 - CONTRACTUAL SERVICES - OTHER	0	0	0		0	0
		0050 - SUBSIDIES AND TRANSFERS	0	0	0		100,000	0
		NON-PERSONNEL SERVICES - Total	15,000	0	15,000		250,000	10,000
	2070 - PUBLIC EDUCATION	- Total	27,979	452.4	27,526.6		250,000	10,000
0700 - Total			219,344	3,861.13	215,482.87	Variances in PS and NPS are due to low case processing for the Universal Paid Leave Act.	1,628,227	29,336.16

OFFICE OF HUMAN RIGHTS
FY20 - FY21 BUDGET
ACTIVITY LEVEL

PROGRAM: 3000 - OFFICE OF HUMAN RIGHTS (CC)

Approp Fund	Activity	GAAP Category Title	Comp Source Group	FY 2020 BUDGET	FY 2020 EXPENDITURE	FY 2020 VARIANCE	Variance Explanation	FY 2021 BUDGET	FY 2021 EXPENDITURE
0100	3010 - HUMAN RIGHTS COMMISSION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	337,440.94	184,154.86	153,286.08		357,493.86	56,729.83
			0013 - ADDITIONAL GROSS PAY	0	423.81	-423.81		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	81,486.04	47,613.22	33,872.82		86,871	12,439.35
		PERSONNEL SERVICES - Total		418,926.98	232,191.89	186,735.09		444,364.86	69,169.18
		NON-PERSONNEL 0041 - CONTRACTUAL SERVICES SERVICES OTHER		11,076	4,539.75	6,536.25		15,007	2,088
		NON-PERSONNEL SERVICES - Total		11,076	4,539.75	6,536.25		15,007	2,088
		3010 - HUMAN RIGHTS COMMISSION - Total			430,002.98	236,731.64	193,271.34		459,371.86
	0100 - Total			430,002.98	236,731.64	193,271.34	Variance primarily due to vacancy savings.	459,371.86	71,257.18
0450	3010 - HUMAN RIGHTS COMMISSION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	0	0	0		0	0
			0012 - REGULAR PAY - OTHER	0	0	0		0	0
			0014 - FRINGE BENEFITS - CURR PERSONNEL	0	0	0		0	0
		PERSONNEL SERVICES - Total		0	0	0		0	0
		3010 - HUMAN RIGHTS COMMISSION - Total			0	0	0		0
	0450 - Total			0	0	0	N/A	0	0
0700	3010 - HUMAN RIGHTS COMMISSION	PERSONNEL SERVICES	0011 - REGULAR PAY - CONT FULL TIME	19,651	0	19,651		0	0
			PERSONNEL SERVICES - Total		19,651	0	19,651		0
		NON-PERSONNEL 0041 - CONTRACTUAL SERVICES SERVICES OTHER		0	0	0		0	0
		NON-PERSONNEL SERVICES - Total		0	0	0		0	0
	3010 - HUMAN RIGHTS COMMISSION - Total			19,651	0	19,651		0	0
0700 - Total			19,651	0	19,651	Variance due to vacancy savings.	0	0	
Overall - Total				5,394,158.13	4,921,060.62	473,097.51		10,133,662.07	1,068,336.28

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT K

Response to Question #30 - 3 pages

FY20 R

Date	Agy Fund	Admin	Grant No	Grant No Title
7/8/20	0100	OHR	N/A	Local Funding
10/9/20	0705	OHR	N/A	Universal Paid Leave Intra-District

Reprogramming

Reprogramming Amount	
\$	279,696.00
\$	293,744.00
\$	573,440.00

nings

Description of Reprogramming
This request is necessary to provide funding for additional office space, data migration to implment the new case mamagement system, extend the contract for executing the trans employment survey and report, and hire contractors to assist with investigations to reduce the case backlog.
This request is necessary to provide funding for personal services in order to meet the MOU requirements in FY20.

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT L

Response to Question #33 - 22 pages

**Contract Monitor: Josephine
Ansah-Brew**

Qu 33: List of contract, procurement, and lease entered

Contracting Party	Nature of Contract /Service Provided	Contract budgeted amount
Adela Ferman	Administrative & Intake Support services	\$ 9,370.00
Alease Parson	Intake and Investigations Support and Consulting Services	\$ 17,550.00
Alexis Hawkins	Summer Law Clerk Support for the Office of General Counsel	\$ 6,000.00
Allison Carlon	Summer Law Clerk Support for the Investigations	\$ 6,000.00
Angele Nsenga	Legal Support Services for Office of General Counsel	\$ 10,500.00
Bhaavya Sinha	Summer Law Clerk for Investigations Unit	\$ 7,000.00
Christin Vivona	Summer Law Clerk for Investigations Unit	\$ 1,010.50
David Kaib	Consultant for Transgender Employment Survey & Analysis	\$ 5,000.00

Dupont Computers	IT Supplies and Laptops for Situational Telework Status	\$ 24,999.50
Dupont Computers	IT Supplies and Laptops for Situational Telework Status	\$ 24,999.50
Ethiopian Community Center	Language Access Education & Outreach on Human Rights for Amharic Speakers	\$ 5,000.00
Elizabeth Maloney	Summer Law Clerk to support Office of the General Council	\$ 6,000.00
Iris Jacob	Youth Bullying Prevention Program Consultant for the Task Force	\$ 18,300.00
Justin Silvey	Legal Analysis & Letter of Determination Writer for Investigations Unit	\$ 8,100.00
Joy Bagwell	LOD Writer	\$ 22,600.00
Khelli Bryant	Fair Housing Investigation Program Support	\$ 10,000.00

Lacy O'neal	Contract Mediator	\$ 2,500.00
Latoya Douglas	Investigations Contractor	\$ 4,375.00
Metro Office Products	General Office Supples	\$ 20,000.00
Metro Office Products	Equipment Maintenace Agreement & Toners	\$ 24,999.90
Multicultural Community Services	Language Translation & Interpretation Services	\$ 24,999.50
Marco Murillo	Renovation & improvement services for the DC Commission on Human Rights	\$ 9,800.00
MAS TV/El Planeta LLC	Language Access News Paper AD for "Census 2020"	\$ 5,000.00
National Coalition Building Institute	Affiliation Fees	\$ 1,200.00
Neal Gross Company	Court Reporting Services for Hearing and Deposition	\$ 4,000.00

Nora Elmubarak	Summer Law Clerk for the Commission on Human Rights	\$ 5,000.00
North Capitol Partners	Storage, moving, and furniture installation Services for the 655 15th St. annex office Location	\$ 10,000.00
Peter Goldberg	Contract Mediator	\$ 10,000.00
Robert Davis	Contract Mediator	\$ 5,000.00
Sonia Adjroud	Transgender Employment Research Fellow	\$ 20,900.00
Sonia Adjroud	Reviewing and analyzing match-pair testing data on the experiences of the transgender and gender non-binary communities regarding employment. Purchase and coordinate Survey Participant Incentives (SPI)	\$ 15,000.00
Sylvia Moreno	Language Access Compliance Report Consultant	\$ 6,400.00
Synergy International Systems	Modifications to the Case Management System for the Commission on Human Rights	\$ 8,088.00
Synergy International Systems	Migration of Data from Synergy's Server to OCTO's dedicated server	\$ 5,250.00

T. Miller Films	Statehood Event Videographer	\$ 3,000.00
The Aquiline Group	Event Planning, Marketing, Print & Design	\$ 24,999.50
Equal Rights Center	Fair Housing Training	\$ 2,625.00
Washington Hispanic Newspaper	Public Education AD on Language Access	\$ 5,500.00
West Publishing Corporation	Online Legal Research Services -West Law	\$ 9,840.00
West Publishing Corporation	CLEAR Investigative Data on-line Subscription	\$ 4,704.00

ed into or extended by your agency during FY 20 and FY 21, to date

Actual Amount Spent	Term of Contract	Competatively Bid?
\$ 9,370.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 14,550.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 6,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 6,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 10,352.50	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 7,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 1,010.50	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 3,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement

\$ 24,013.94	October 1, 2019 to September 30, 2020	DC Supply Schedule
\$ 24,684.24	October 1, 2019 to September 30, 2020	DC Supply Schedule
\$ 5,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 6,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 18,300.00	October 1, 2019 to September 30, 2020	N/A
\$ 8,100.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 22,600.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 7,630.00	October 1, 2019 to September 30, 2020	Single Quote Procurement

\$ 2,500.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 2,100.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
19, 997.18	October 1, 2019 to September 30, 2020	DC Supply Schedule
\$ 24,999.50	October 1, 2019 to September 30, 2020	DC Supply Schedule
\$ 24,999.50	October 1, 2019 to September 30, 2020	Yes
\$ 9,800.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 5,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 1,200.00	October 1, 2019 to September 30, 2020	N/A
\$ 3,924.75	October 1, 2019 to September 30, 2020	Single Quote Procurement

\$ 5,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 9,725.05	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 10,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 5,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 20,900.00	October 1, 2019 to September 30, 2020	N/A... Fellow was selected as a good candidate for the research
\$ 15,000.00	October 1, 2019 to September 30, 2020	N/A... Fellow was selected as a good candidate for the research
\$ 6,400.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 8,088.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 5,250.00	October 1, 2019 to September 30, 2020	Single Quote Procurement

\$ 3,000.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 24,999.50	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 2,625.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 5,500.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 9,840.00	October 1, 2019 to September 30, 2020	Single Quote Procurement
\$ 4,704.00	October 1, 2019 to September 30, 2020	Single Quote Procurement

Contract Monitoring Results /Outcome	Funding Source
The Contractor delivered Administrative & Intake Support services and met the requirements of the contract	Local: \$9,730.00 Federal:\$2,270
The Contractor provided Intake and Investigations Support Consulting Services and met the requirements of the contract	Federal
The Law Clerk provided the required legal and administrative support for the Office of General Counsel (OGC) and met the expectations	Local: \$3,000 Federal:\$3000
The Law Clerk provided the required legal and administrative support for the Invetigations Unit and met the expectations	Local
The Legal Contractor provided the required legal review and writing services for the Office of General Counsel (OGC) and met the contract requirements	Local
The Law Clerk provided the required legal and administrative support for the Investigations unit and met the expectations	Local:\$6,000 Federal:\$1,000
The Law Clerk provided the required legal and administrative support for the Investigations unit and met the expectations	Local
The Contractor provided consulting services in regards to transgender employment survey & analysis and delivered a comprehensive report, according to the requirements of the contract	Local

The contractor provided IT Supplies and Dell Laptops in accordance to the contract requirements	Local
The contractor provided the second set of IT Supplies and Dell Laptops for OHR to continue to support employees with the equipment and supplies that they need to work effectively remotely	Local
The Ethiopian Community Center provided Language Access Education & Outreach on Human Rights for Amharic Speakers	Federal
The Law Clerk provided the required legal and administrative support for the Office of General Counsel (OGC) and met the expectations	Local: \$3,000 Federal:\$3,000
The Contractor provided Youth Bullying Prevention & Consulting Services by leading and providing the necessary resources at the Task Force meeting and focus group discussions in accordance to the DC Youth Bullying Prevention Act of 2012	Federal
The Contractor provided routine maintenance and repairs of OHR fax machines, Printers, and copiers	Local
The Contractor provided court reporting services for public hearings that were scheduled with the Commission on Human Rights and met all the requirements of the contract	Local
The Contractor provided mediation services and met all the requirements of the contract	Local

The Contractor provided support for Public Education, Outreach and Event Planning Services, including design and print and met all the requirements of the contract	Federal
The Contractor provided Investigation support services and met the requirements of the contract	Local
The Contractor provided general office Supplies and toners and met the requirements of the contract	Local
The Contractor provided equipment maintenance services including supplies like toners and drums, and met requirements of the contract	Local: \$10,000 Federal: \$14,999.90
The Contractor provided foreign language interpretation and translation services in accordance with the Language Access Act of 2004 and met the requirements of the contract	Local
The Contractor provided renovation & improvement services for the DC Commission on Human Rights' office suite in accordance to the contractual requirement	Local
El-Tiempo Newspaper placed public education AD in Spanish, on the "Census 2020" and met the terms of the agreement	Local
Annual affiliation fees	Local
The Contractor provided court reporting services for public hearings that were scheduled with the Commission on Human Rights and met all the requirements of the contract	Local

The Law Clerk provided the required legal and administrative support for the Commission on Human Rights and met the expectations	Federal
The Contractor provided storage, moving, and furniture installation services for the 655 15th St. annex office Location in accordance to the contract	Federal
The Contractor provided mediation services and met all the requirements of the contract	Local
The Contractor provided mediation services and met all the requirements of the contract	Local
The Fellow conducted transgender employment research to find out more about employment discrimination against the transgender population	Local
The Fellow conducted transgender employment research to find out more about employment discrimination against the transgender population	Local
The Contractor drafted the Language Access Compliance Report in collaboration with the Language Access Program Director and submitted all the deliverables	Local
The Contractor provided the necessary modifications to the Case Management System(CMS) for the Commission on Human Rights but did not meet the timeline for delivery and launching of the CMS due to security issues that are currently being resolved	Local
The Contractor came across some security glitches during the data migration to OCTO's server and are currently working with OCTO's security team to resolve the issues	Federal

The Contractor was professional during the Statehood Event as the Videographer and provided the completed work to our Communications Director	Local
The Contractor has a good track record and provided Event Planning, Marketing, Print & Design services according to the contract	Local
The Contractor provided Fair Housing Training for OHR employees who work on Fair Housing Discrimination Cases and met the expectations of the training	Federal
The Contractor met the requirements in placing a Public Education AD in Spanish on the issue of language access and met the requirements of the AD	Local
Contractor met the contract requirements and provided access to West law for OHR employees	Local
Contractor met the contract requirements and provided access to CLEAR investigative data	Federal

Contract Monitor: Josephine
Ansah-Brew

Qu 33: List of contract, procurement, and lease entered into or extended

Contracting Party	Nature of Contract /Service Provided	Contract budgeted amount
Andean Consulting Solutions	Language Translation & Interpretation Services- ACSI Translations	\$10,000.00
Angele Nsenga	Office of General Counsel Legal Support Contractor - Angele Nsenga	\$13,120.00
Aysia Woods	Human Rights Annual Award - Virtual Event Planning & Consulting Services	\$4,750.00
Carahsoft Technology Corp.	DocuSign Subscriptions for Investigation, Intake, Mediation & Legal Units- Carahsoft	\$19,556.63
CDW Government Inc.	Office 365 Licences for new employees	\$5,351.10
Child Trends	Bullying Prevention Services Workshare Agreement	\$25,000.00
Dupont Computers	Computers, Printers, & IT Related Supplies	\$24,999.90
Ethiopian Community Center Inc.	Language Access Education & Outreach on Human Rights for Amharic Speakers	\$1,000.00
Justin Silvey	Professional Legal Services for Investigations Team - LOD Writer	\$10,000.00

Khelli Bryant	Investigation Unit Program Support Specialist Contractor	\$8,800.00
Metropolitan Office Products	Equipment Maintenance & Toners	\$9,999.90
Neal R Gross & Co. Inc.	Court Reporting Services	\$9,999.90
Sonia Adjroud	Transgender Research & Analysis	\$25,000.00
Synergy International Sys, Inc	Commission CMS Annual License Fees	\$2,088.00
The Equal Rights Center	Language Access Testing Workshare Agreement	\$24,945.30
West Publishing Corporation	CLEAR Investigative Data on-line Subscription	\$4,939.20
West Publishing Corporation	Online Legal Reesearch Services -West Law	\$4,939.20

by your agency during FY 20 and FY 21, to date

Actual Amount Spent	Term of Contract	Competatively Bid?
	October 1, 2020 to September 30, 2021	Yes
\$13,119.90	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$2,375.00	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$19,556.63	October 1, 2020 to September 30, 2021	N/A
\$5,351.10	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$3,387.00	October 1, 2020 to September 30, 2021	Workshare Agreement
\$19,564.00	October 1, 2020 to September 30, 2021	DC Supply Schedule
\$0.00	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$5,950.00	October 1, 2020 to September 30, 2021	Single Quote Procurement

\$360.00	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$4,109.78	October 1, 2020 to September 30, 2021	DC Supply Schedule
\$4,109.78	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$11,700.00	October 1, 2020 to September 30, 2021	N/A... Fellow was selected as a good candidate for the research
\$2,088.00	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$18,000.00	October 1, 2020 to September 30, 2021	Workshare Agreement
\$0.00	October 1, 2020 to September 30, 2021	Single Quote Procurement
\$0.00	October 1, 2020 to September 30, 2021	Single Quote Procurement

Contract Monitoring Results /Outcome	Funding Source
ACSI continues to provide Language Translation & Interpretation services through the city-wide contract and is currently meeting the requirements of the contract	Local
The Contractor is currently providing Legal review and writing services to support the Office of General Counsel and is currently meeting the requirements of the contract	Local
The Contractor has completed the planning and marketing stages, and is currently working on launching OHR's first ever virtual Human Rights Annual Award event	Local
The Contractor has provided DocuSign Subscriptions for our Investigation, Intake, Mediation & Legal Units and has met the requirements of the contract	Local
The Contractor has issued 20 additional licenses to OHR according to the Contract	Local
The Contractor is adhering to the project timelines and deliverables accordingly	Local
The Contractor continues to meet the requirements of the contract by providing Laptops and IT Related Supplies as we onboard new staff members	Local
The ECC will provide Language Access Education & Outreach on Human Rights for Amharic Speakers, and plans to meet the requirements of the contract	Local
The contractor continues to meet the requirements and expectations of the contract as a professional legal writer	Local: \$5,000 Federal: \$5,000

The contractor drafts rebuttals in support of the investigations team, and is currently meeting the requirements of the contract	Local
Contractor with years of experience continues to meet the customer service requirement, also responds to service calls within 24 hours	Local
Contractor has been providing Court Reporting Services and copies of the electronic transcript for the Office of General Council and the Commission on Human Rights	Local
The Fellow conducts transgender employment research to assist OHR to better address the common issues through Public awareness programs	Local: \$23,868.75 Federal: \$1,131.25
The contractor has issued the required licenses for the Commission CMS users	Local
ERC is working with our Language Access Director to conduct testing to identify flaws that hinders non-English speaking constituents from accessing government or public services	Federal
The Contractor has provided the CLEAR Investigative Data on-line subscriptions to the designated OHR employees	Local
The Contractor has enrolled employees in West Law and provided each of the enrollees with credentials to access online legal research resources in accordance with the contract	Local

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT M

Response to Question #38 - 12 pages

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2017-313
December 18, 2017

**SUBJECT: SEXUAL HARASSMENT POLICY, GUIDANCE AND
PROCEDURES**

ORIGINATOR: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(2), (3), and (11) of the District of Columbia Home Rule Act, 87 Stat. 790; Pub. L. No. 93-198, D.C. Official Code § 1-204.22(2), (3), and (11) (2016 Repl.), and the District of Columbia Human Rights Act of 1977, D.C. Law 2-38, D.C. Official Code §§ 2-1401.01 *et seq.* (2016 Repl.), it is hereby **ORDERED** that:

I. Purpose

The purpose of this Order is to reaffirm and make clear that the District of Columbia Government (the “**District of Columbia**”) does not tolerate any form of sexual harassment in the workplace. Sexual harassment is recognized as one of the most unjust, demeaning, and demoralizing examples of workplace misconduct.

II. Individuals Affected

(a) Prohibitions

The District of Columbia prohibits workplace sexual harassment by all District of Columbia employees, officials, and all employees under the Mayor's jurisdiction. The prohibition also applies to third parties doing business with, or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia agencies, who may not sexually harass District employees. Further, while carrying out their duties as contractors or grantees for the government, contractors and grantees of the District of Columbia may not engage in workplace sexual harassment, although not every procedure set forth in this Order applies to persons not working for the District government. In the course of their duties as members of District of Columbia Boards and Commissions that report up to the Mayor, board members are bound by the procedures and deadlines set forth herein.

(b) Protections

The protections against workplace sexual harassment extend to employees, contractors, interns, and any other persons engaged by the District of Columbia to provide permanent or temporary employment services at District of Columbia worksites inside and outside District of Columbia agencies, and to applicants for District government employment, although not every procedure set forth in this Order applies to persons not working for the government. District of Columbia employees are protected from sexual harassment by contractors, grantees, clients, applicants, and members of the public with whom they interact as part of their District of Columbia employment. Members of Boards and Commissions that report up to the Mayor are also protected as employees. Without limiting this broad definition, persons protected by this Mayor's Order will be referred to as "employees."

(c) Agencies Not Reporting To Mayor

Laws prohibiting sexual harassment apply throughout the District government. Agencies not reporting up to the Mayor are asked to ensure that their employees are given training, information, protections, and processes afforded in this Order to employees of agencies reporting to the Mayor.

III. Definitions of Sexual Harassment**(a) *Quid Pro Quo* Sexual Harassment**

Quid pro quo sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when any one of the following criteria is present:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual.

(b) Hostile Environment Sexual Harassment

Other conduct – if severe or sufficiently pervasive as to alter working conditions – may create a "hostile environment" and is also prohibited. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Unless the conduct was particularly severe or pervasive, where no warning or admonition is necessary, the person creating such an environment must have been told that the conduct is unwelcome or must stop.

The following are examples of unwelcome conduct that may create an intimidating, hostile or offensive work environment and that are not acceptable in the District of Columbia employment environment, including during work related travel:

1. sex acts;
2. display of sexual organs;
3. giving a preference to a third party who is engaged in a sexual or romantic relationship, to the disadvantage of an employee who is not engaged in a sexual relationship with a supervisor, hiring official, or person exercising authority over the disadvantaged party, (described legally as a "paramour preference");
4. using sexually oriented or sexually degrading language describing an individual or his/her body, clothing, hair, accessories or sexual experiences;
5. sexually offensive comments or off-color language, jokes, or innuendo that a reasonable person would consider to be of a sexual nature, or belittling or demeaning to an individual or a group's sex, sexual orientation, or gender identity;
6. "sexting" or seeking or sending pictures of intimate body parts, or taking or displaying pictures of body parts meant to be covered up (such as "upskirting" pictures), including by sending messages of a suggestive nature on self-destructive messaging apps where documentation of the written word or images is difficult to document;
7. displaying or disseminating sexually suggestive objects, books, screensavers, magazines, photographs, music, cartoons, or computer internet sites or references;
8. unnecessary and inappropriate touching or physical contact, such as intentional and repeated brushing against a colleague's body, touching or brushing a colleague's hair or clothing, massages, groping, patting, pinching, or hugging, that a reasonable person would consider to be of a sexual nature;
9. leering, ogling, or making sexually suggestive gestures or sounds, such as whistling or kissing noises;
10. making inquiries about someone's private sex life or describing one's own sex life;
11. workplace sexual comments, conduct, displays and suggestions between two willing parties that would cause a reasonable third party to be offended;
12. any unwanted repeated contact, including, but not limited to in-person, or telephonic, for romantic or sexual purposes; and

13. sexual assault, stalking, trapping someone such that they are not free to leave and a sexual encounter is expected or threatened, threats of bodily harm relating to sex or the refusal to have sex, or other crimes related to egregious acts of sexual harassment.

(c) Sexual Harassment is Prohibited by and Between All Persons

1. Sexual harassment may be committed by persons of the same sex, or perceived sex, and by those who share the same sexual orientation or the same gender identity or expression, as well as by persons of the opposite sex or gender identity, and shall be prohibited.
2. Sexual harassment is not limited to inappropriate exercise of authority by persons in power over an employee. It can even occur by an employee towards a supervisor.
3. Supervisors are responsible for ensuring a workplace free of sexual harassment.
4. When sexual harassment occurs between colleagues or by clients or customers upon an employee, and it is brought to an appropriate person's attention, the agency must investigate and remedy the situation.

IV. Consensual Relationships

- (a) Sexual or romantic relationships between employees and supervisors in the employee's chain of command are strongly discouraged.
- (b) The Director of the Department of Human Resources (**DCHR**) is directed to develop and propose reporting mechanisms to help guard against conflicts of interest and "paramour preferences" that could arise when sexual or romantic relations develop within the chain of command.
- (c) The existence of a consensual sexual or romantic relationship between an employee and a supervisor may be a factor in any proceeding in which the relationship is alleged to have contributed to a hostile work environment and/or adversely affected the terms and conditions of employment of the involved parties or a third party.
- (d) Employees who engage in a limited consensual relationship with a supervisor or colleague, such as going out to dinner or on dates, remain free to refuse further sexual overtures and have the right to demand that sexual or sexually harassing conduct going beyond that which was consented to must stop. Alternatively, they also may seek the assistance of a supervisor or manager, the agency General Counsel, or the person designated by the agency pursuant to Section V, below, to demand that sexually harassing conduct cease.

- (e) Conduct that was once welcome or consensual may become unwelcome. Once the conduct is no longer welcome, and the formerly-consenting employee, or a supervisor, agency designee or counsel, tells the other party to stop, all unwelcomed behavior of a sexually harassing nature must cease.
- (f) If legal action is commenced against the District of Columbia and/or a supervisor who engaged in a sexual/intimate relationship with an employee, or a person engaged in a potentially-conflictual relationship, the existence of the sexual or romantic relationship will be a factor in the District of Columbia's decision to provide legal representation to the supervisor or the employee(s) engaged in a potentially-conflictual relationship.

V. Procedures for Stopping Sexual Harassment; Reporting, and Investigating Sexual Harassment Claims

(a) Agency Responsibilities

1. Agencies shall immediately disseminate to all employees the Mayor's letter dated December 18, 2017 discussing our DC Values and condemning sexual harassment, as well as this Mayor's Order. Within thirty (30) days after the effective date of this Order, agencies shall follow up to ensure delivery to difficult-to-reach employees, including employees on leave and work-related travel. Each employee shall confirm receipt of these documents by email or signed copy as instructed by the agency.
2. Within thirty (30) days after the effective date of this Order, all agencies shall designate an Equal Employment Opportunity (EEO) Officer, HR Manager, or any other individual competent in EEO laws to accept sexual harassment complaints and review (henceforth, "**Sexual Harassment Officer**") and investigate claims, and an office to which claims should be reported, in the event the Sexual Harassment Officer is unavailable. The name of such designated Sexual Harassment Officer and office must be submitted to the Office of Human Rights at OHR@dc.gov. Changes or updates to this list must be provided to OHR via OHR@dc.gov within ten (10) business days of any such change. Smaller agencies may by agreement obtain assistance from a sister or superior agency in handling these matters provided its employees are notified of who will review and investigate claims of sexual harassment. For the purpose of this Order, agencies availing themselves of another agency's help will still be referred to as the "agency," even if another agency is providing investigation, human resource, and legal help through a jointly-designated Sexual Harassment Officer and office.
3. Within thirty (30) days after the effective date of this Order, each agency shall display, in noticeable and conspicuous locations accessible and used by a substantial number of agency employees, notices setting forth the District of Columbia's policy prohibiting sexual harassment. Each notice shall contain the identity and location of the agency's designated Sexual Harassment Officer, and office, who is responsible for receiving claims of sexual harassment and ensuring

that they are investigated. The notice shall advise employees that a sexual harassment complaint and any subsequent investigation shall be kept confidential to the greatest extent possible consistent with their investigation and resolution.

4. DCHR and the Office of Human Rights (**OHR**) shall develop and deliver ongoing sexual harassment trainings for employees of the District of Columbia. OHR and DCHR shall conduct workshops for approximately 1500 managers by March 14, 2018 and shall ensure that all agencies have the capacity to respond effectively to allegations of sexual harassment, directly or through agreements with other agencies.
5. The Mayor's Office of Legal Counsel (**MOLC**) and OHR shall conduct a training on sexual harassment law before January 31, 2018 for all agency General Counsels or their designees.
6. Managers shall give all employees time to take a course or refresher course on sexual harassment, to be provided by DCHR or OHR, by February 28, 2018, and all current employees shall take such a course, in person or online. New employees shall take a course on sexual harassment as part of the on-boarding process and in no event more than fourteen (14) days of being on-boarded. All employees shall take a refresher course at least once every two (2) years.
7. Those entering into contracts or grants with the District government must affirm that they will abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with 4 DCMR 1100 *et seq.* District agencies drafting contracts and grants shall include such covenants as part of the contract or grant agreement.
8. The best preventative measure to combat sexual harassment is for the workplace to be a place of respect for all persons, at all times. At work, at all times, we seek to serve the residents of the District of Columbia, a mission that is compromised whenever and wherever sexual harassment occurs.

(b) Employee Communication

1. An employee must either: (A) tell the person who is engaging in offensive or inappropriate sexual conduct to stop and that such conduct is unwelcome; or (B) ask the employee's supervisor or counsel or the agency's designated Sexual Harassment Officer to advise the person that the conduct is offensive and unwelcome. Employees and others engaged in intervention are encouraged to document all intervention efforts or requests to cease reported inappropriate sexual conduct, including conversations, text, or email exchanges. Some conduct is so egregious that no warning is necessary before personnel action or other consequences ensue; other times, it is necessary to indicate that the conduct is unwelcome.

2. Employees who believe they are being sexually harassed are urged to collect and preserve evidence of any offensive conduct. However, even in the absence of emails, pictures, or other physical evidence, employees should report sexual harassment as described below.

(c) Reporting Inappropriate or Potentially Inappropriate Conduct of a Sexual Nature

1. All District of Columbia employees are responsible for ensuring the workplace is free of sexual harassment. Employees who know of incidents of sexual harassment, as well as behavior which may create an intimidating, hostile or offensive work environment, or who are victims of sexual harassment or inappropriate conduct, should report the sexual harassment or inappropriate conduct to the Sexual Harassment Officer or office designated by the agency, or the supervisor or manager of the employee engaging in inappropriate conduct, or to their own supervisor. If the alleged harasser is the employee's immediate supervisor, then the employee should report the conduct to the alleged harasser's supervisor, or to the Sexual Harassment Officer.
2. If the complaint is against an agency director, the report shall be submitted to the appropriate Deputy Mayor for review. If the complaint is against a Deputy Mayor the report shall be submitted to the City Administrator. If the report is against the City Administrator, the report shall be submitted to the Mayor's General Counsel, who shall also receive complaints against any agency director in the Executive Office of the Mayor. If the complaint is against the Mayor's General Counsel or the Mayor, an independent consultant shall be hired to conduct an investigation, and a final investigative report shall be submitted to the Inspector General for the District of Columbia for review.
3. If the alleged harasser is the employee's immediate supervisor, then the employee should report the conduct to the alleged harasser's supervisor, or to the Sexual Harassment Officer.
4. The procedures and remedies specified herein are not intended to preclude an employee from seeking any remedies he or she may have in a court of law.

(d) Agency Review and Investigation of Reported Claims

1. Any supervisor or manager who receives a complaint or concern regarding sexual harassment or inappropriate conduct must take immediate steps to notify the Sexual Harassment Officer, who will ensure that an investigation is conducted and take other appropriate action. Any such effort shall be documented.
2. Where there is an allegation of criminal misconduct, including for example, sexual assault, kidnapping, stalking, and threats to do bodily harm, the agency may, after consulting its General Counsel, place the victim and/or the alleged harasser on administrative leave with pay pending final administrative resolution

of the complaint or any criminal proceeding. The complainant at his or her choice may report the alleged criminal violation to a law enforcement agency, including the Metropolitan Police Department (MPD). Where either the agency or an appropriate law enforcement officer determines that a criminal violation occurred, the agency shall recommend discipline of the perpetrator up to, and including, termination.

3. When an allegation of sexual harassment is reported, including allegations of criminal conduct, the agency shall notify the agency's General Counsel, who in turn must notify MOLC of the allegation.
4. Allegations of sexual harassment shall be investigated and resolved as soon as practicable, but no later than sixty (60) days after reporting. The agency or office investigating the charges must provide the employee and the alleged harasser with a written notification of its findings and conclusions after the sixty (60) day period, and shall convey the same to MOLC.
5. The agency shall also require that any employee found to have engaged in inappropriate conduct who is not terminated must attend mandatory sexual harassment training within sixty (60) days of receipt of the findings. Such training is supplemental to any disciplinary actions and must occur even if the employee recently received training.
6. The agency shall also remind complainants of sexual assault or other possible crimes of the existence of the DC Victim Hotline. The Hotline, 1-844-443-5732, is available 24/7 by telephone, text or online chat to seamlessly connect victims of crime to free resources to help them navigate the physical, financial, legal, and emotional repercussions of crime. In particular, through the Hotline, victims may be matched with an advocate who can help them decide whether to pursue a matter through the criminal justice process.

(e) Employee Responsibility to Participate in Agency Investigation

1. All District of Columbia employees are expected to cooperate in the agency's investigation of sexual harassment complaints.
2. If an employee who alleges sexual harassment, or is believed to have been the victim of sexual harassment, declines to assist and/or participate in the investigation of the allegation, the agency may on its own initiative initiate and conduct an investigation.
3. Agencies must balance the need to respect a victim's wishes not to proceed or cooperate with an investigation, with the responsibility of the agency to ensure a respectful workplace free of sexual harassment. Employees who were not themselves victimized, who, after a direct request of the agency, decline to

participate in a sexual harassment investigation, may be subject to disciplinary action. Any consideration of whether to recommend disciplinary action for failure to cooperate in an investigation requires heightened sensitivity on the part of the agency, and should be conducted in consultation with the agency's General Counsel and MOLC.

(f) Timely Filing; Statute of Limitations

All complaints of sexual harassment shall be reported as promptly as possible. Agencies may consider alleged acts of sexual harassment for disciplinary purposes beyond the legal statute of limitations, consistent with the District Personnel Manual and any collective bargaining agreements, taking into consideration the sensitive nature of the alleged offense, the pressure the complainant may have felt not to report the conduct, when the victim became aware of behavior that was not immediately apparent, or a pattern of harassing behavior that developed over time. The statute of limitations for complaints filed at OHR is within one year of the harassment or its discovery.

(g) Rights of the Alleged Harasser

Persons accused of sexual harassment deserve the full protections afforded to them under the law in administrative matters, including, but not limited to, the right to respond to allegations of sexual harassment; to counsel and representation, including a union representative or other representative of their choosing, and including the presumption of innocence, unless and until there is a finding of harassment after an investigation by the agency or where appropriate, OHR. The right to counsel does not include the right to have counsel paid for by the government.

(h) Interim Remedial Actions

Pending final resolution of a sexual harassment complaint, and in order to protect the rights of the alleged victim as well as the alleged harasser, the agency may take prompt temporary personnel actions that do not result in any adverse employment action to either party. When an agency becomes aware of an allegation of sexual harassment, the agency shall notify the alleged harasser of the reported behavior to ensure that any such conduct ceases immediately and is not repeated.

Interim remedial actions are administrative rather than disciplinary and may include, but are not limited to, transfers, reassignment of duties or reporting requirements, mandatory administrative leave with pay, or other appropriate measures that do not result in reduction of pay, demotion in title or responsibility, or other loss of employee benefits. Where a request for separation, such as a job reassignment, from the alleged harasser is made by the alleged victim, the agency must require the victim to make the request in writing. DCHR is encouraged to find alternative, reasonably comparable placements, even in different agencies, during the pendency of an investigation for the accuser or accused in lieu of administrative leave with pay, where possible.

(i) Discipline for Making False Statements or Representations

In recognition of the seriousness of workplace sexual harassment charges, the agency shall recommend disciplinary action, up to and including termination, of any employee found to have knowingly and intentionally made materially false statements or representations in relation to a sexual harassment claim or investigation. Termination is only available if such statements were in writing and the allegations were formally made with warnings as to their legal force, or under oath.

Consideration of whether to recommend disciplinary action against an employee who is also the alleged victim of sexual harassment requires heightened sensitivity on the part of the agency and should be conducted in consultation with the agency's General Counsel and MOLC.

(j) Discipline after a Finding of Sexual Harassment

The agency shall recommend appropriate disciplinary action, up to and including termination of any employee found to have engaged in sexual harassment as defined in Section III of this Order.

(k) Referral to the Board of Ethics and Government Accountability (BEGA)

Some claims of sexual harassment may also involve ethical violations, such as if an employee is giving gifts to an employee for sexual favors or to a potential reporter of sexual harassment, or if an employee is using government resources to copy and disseminate inappropriate pictures. Credible violations of the Code of Conduct should be reported to BEGA. Its penalties are in addition to any personnel actions taken by the agency.

VI. Concurrent Remedies and Jurisdiction

(a) Filing a Formal Complaint with the Office of Human Rights

In addition to pursuing action within the agency, an alleged victim of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may report a sexual harassment claim within one year of the alleged harassment or its discovery to OHR using its Intake Questionnaire Form.

(b) EEO Counseling Option When Filing a Claim with OHR

EEO Counseling is not required prior to the filing of a complaint with OHR; however, if the employee wishes to first seek informal resolution, EEO Counseling is available. To exercise this option, the employee must contact a certified EEO Counselor within 180 days of the alleged harassment. The EEO Counselor must then resolve the complaint within thirty (30) days, or at maximum sixty (60) days, and issue an Exit Letter outlining the rights of the individual reporting the claim as well as the counselor's efforts to resolve

the claim. If the employee is not satisfied with the outcome of the counseling effort, the employee may file a formal complaint with OHR within fifteen (15) days of receiving the Exit Letter. EEO Counselors will not conduct an investigation. They will simply review the case and try to achieve an informal resolution.

VII. Prohibition against Retaliation

(a) Retaliation Prohibited

Retaliating against an employee for reporting or filing a claim of sexual harassment, assisting another person in filing or asserting a claim of sexual harassment, opposing sexual harassment, acting as a witness in a sexual harassment investigation, refusing to follow orders that would result in sexual harassment, intervening to protect others from sexual harassment or advances, or challenging an allegation of sexual harassment, is strictly prohibited. Employees shall not be penalized as a result of their assertion of rights provided under the District of Columbia Human Rights Act or providing truthful information in connection with an investigation (whether on behalf of a complainant or a respondent). Retaliatory behavior can include but is not limited to unwarranted reprimands, unfairly downgrading personnel evaluations, transfers to less desirable positions, verbal or physical abuse, and altered and more inconvenient work schedules. Employees found to have engaged in retaliatory behavior shall be recommended for termination.

(b) Process for Alleging Retaliation

Employees who believe they have been retaliated against must file a complaint with an EEO Counselor within 180 days of the alleged retaliation and subsequently file a complaint with OHR within fifteen (15) days of receipt of the Exit Letter, if the employee is not satisfied with the outcome of EEO Counseling.

(c) Limits

Lodging a sexual harassment claim or triggering an investigation does not shield an employee from all discipline or discharge. Agencies are free to discipline or terminate employees if the agency is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such consequences.

VIII. Confidentiality

The complaint file, including all information and documents contained in the file as well as information received during investigation of the complaint, shall be confidential. The agency shall take all reasonable steps to ensure that no information contained in the complaint file is disseminated except in furtherance of the investigation; resolution of the allegations; execution of any consequences stemming from the investigation; when lawfully released; or when required by court order.

The agency must take all reasonable efforts during the conduct of an investigation to protect the identities of the alleged harasser and the alleged victim, as well as witnesses for either party. However, the alleged harasser shall be promptly advised of the complaint and its substance and be given an opportunity to respond to the allegations.

This confidentiality requirement does not preclude the agency from reporting a suspected illegal or improper act, or conduct related to the investigation, to an appropriate enforcement, investigating and/or legal organization or from cooperating in any related investigation.

IX. Applicability of Personnel Rules

Any proposed personnel action instituted under this Order is subject to the District of Columbia Personnel Regulations as set forth in the District of Columbia Personnel Manual.

X. Implementation

Where responsibility is not otherwise specified, the Director of the Office of Human Rights, or the designee of the Director of the Office of Human Rights, is authorized and directed to implement this Order and to monitor the compliance of executive departments and agencies with its directives.


XI. Rescission/Repeal

To the extent that any provision of this Order is inconsistent with the provisions of any Commissioner's Order, Order of the Commissioner, or previous Mayor's Order, the provisions of this Order shall prevail and shall be deemed to supersede the earlier provisions. Mayor's Order 2004-171, dated October 20, 2004, is rescinded.

XII. EFFECTIVE DATE: This Order shall become effective immediately.


MURIEL BOWSER
MAYOR

ATTEST:


LAUREN C. VAUGHAN
SECRETARY OF THE DISTRICT OF COLUMBIA

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT N

Response to Question #57 - 3 pages

FY2020 Docketed Cases by Protected Trait x Enforcement Area

**Protected by Federal law or cross-filed, with HUD or EEOC, where applicable.*

Protected Trait	Employment	Housing	Public Accommodations	Educational Institutions
Age*	35	-	2	-
Color*	3	2	-	-
Credit Information	4			
Disability*	61	20	2	-
Familial Status	-			
Family Responsibilities	1	3	-	-
Gender Identity & Expression*	3	1	7	-
Genetic Information	-	-	-	-
Marital Status	2	-	-	-
Matriculation	-	-	-	
National Origin*	28	4	1	1
Personal Appearance	2	3	3	1
Place of Residence or Business		-	-	
Political Affiliation	-	-	-	-
Race*	59	18	5	2
Religion*	5	-	-	-
Sex*	83	4	6	2
Sexual Orientation*	10	-	-	1
Source of Income		14	-	-
Status as a Victim of an Intrafamily Offense		-		
Status as a Victim of Domestic Violence, Sexual Offense or Stalking	-			
Retaliation* (not a protected trait)	130	-	1	-

FY2021 to date, Docketed Cases by Protected Trait x Enforcement Area

**Protected by Federal law or cross-filed, with HUD or EEOC, where applicable.*

Protected Trait	Employment	Housing	Public Accommodations	Educational Institutions
Age*	13	-	-	-
Color*	-	1	-	-
Credit Information	-			
Disability*	14	6	-	1
Familial Status	-			
Family Responsibilities	4	-	-	-
Gender Identity & Expression*	1	-	-	1
Genetic Information	-	-	-	-
Marital Status	-	-	-	-
Matriculation	-	-	-	
National Origin*	4	1	-	-
Personal Appearance	2	-	-	-
Place of Residence or Business		-	-	
Political Affiliation	-	-	-	-
Race*	7	4	3	1
Religion*	1	-	-	-
Sex*	12	1	-	-
Sexual Orientation*	2	1	-	-
Source of Income		4	1	-
Status as a Victim of an Intrafamily Offense		-		
Status as a Victim of Domestic Violence, Sexual Offense or Stalking	-			
Retaliation* (not a protected trait)	32	-	-	1

FY2020-2021 Docketed Cases by Statute

The tables below represent a breakdown of Docketed Complaints from FY2020 and FY2021 (through February 26, 2021).

**Cases docketed under The Employment Protections for Victims of Domestic Violence, Sexual Offenses, and Stalking Amendment Act of 2018 are currently absorbed in Human Rights Act complaints.*

***Initial inquiries are the completed complaint questionnaires received by OHR from a member of the public.*

Statute	FY20	FY2021 (through February 26, 2021)
The DC Human Rights Act of 1977	325	88
The DC Language Access Act of 2004	2	4
The Fair Criminal Record Screening Amendment Act of 2014	30	3
The DC Family and Medical Leave Act of 1990	50	5
The Protecting Pregnant Workers Fairness Act of 2014	17	5
The Unemployed Anti-Discrimination Act of 2012	0	1
The Fair Credit in Employment Amendment Act of 2016	4	1
The Youth Bullying Prevention Act of 2012	2	0
The Fair Criminal Record Screening for Housing Act of 2016	6	2
The Employment Protections for Victims of Domestic Violence, Sexual Offenses, and Stalking Amendment Act of 2018*	-	-
Inquiries** (non-docketed)	777	245
TOTAL	1213	354

**Office of Human Rights
FY20-21 Performance Oversight Questions
Committee on Government Operations
Councilmember Robert C. White, Jr. (At-Large), Chair**

ATTACHMENT O
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BY THE
NUMBERS

FY
19

OHR ENFORCEMENT
AT-A-GLANCE



1598

Initial Inquiries in FY19

Initial inquiries are the completed complaint questionnaires received by OHR from a member of the public.



450+

DOCKETED CASES

Cases accepted for investigation in FY19

These cases must meet legal requirements and be covered by a District or federal civil rights law.



52%

Of cases (246/477) settled through mediation in FY19



2.5

MILLION DOLLARS

in settlements during successful mediations in FY19



26%

Of cases (9/35) closed at the Commission on Human Rights in FY19



SEX &
DISABILITY

Were the most commonly cited protected traits in discrimination complaints filed in FY19



WORKPLACE
DISCRIMINATION

Remains the most prominent area in which individuals allege to have experienced discrimination in the District in FY19



5

New civil rights laws enforced by OHR since 2014

Fair Criminal Record Screening Act of 2014, Protecting Pregnant Workers Fairness Act of 2015, Fair Criminal Record Screening for Housing Act of 2016, Fair Credit Information Amendment Act of 2016, Street Harassment Prevention Act of 2018.