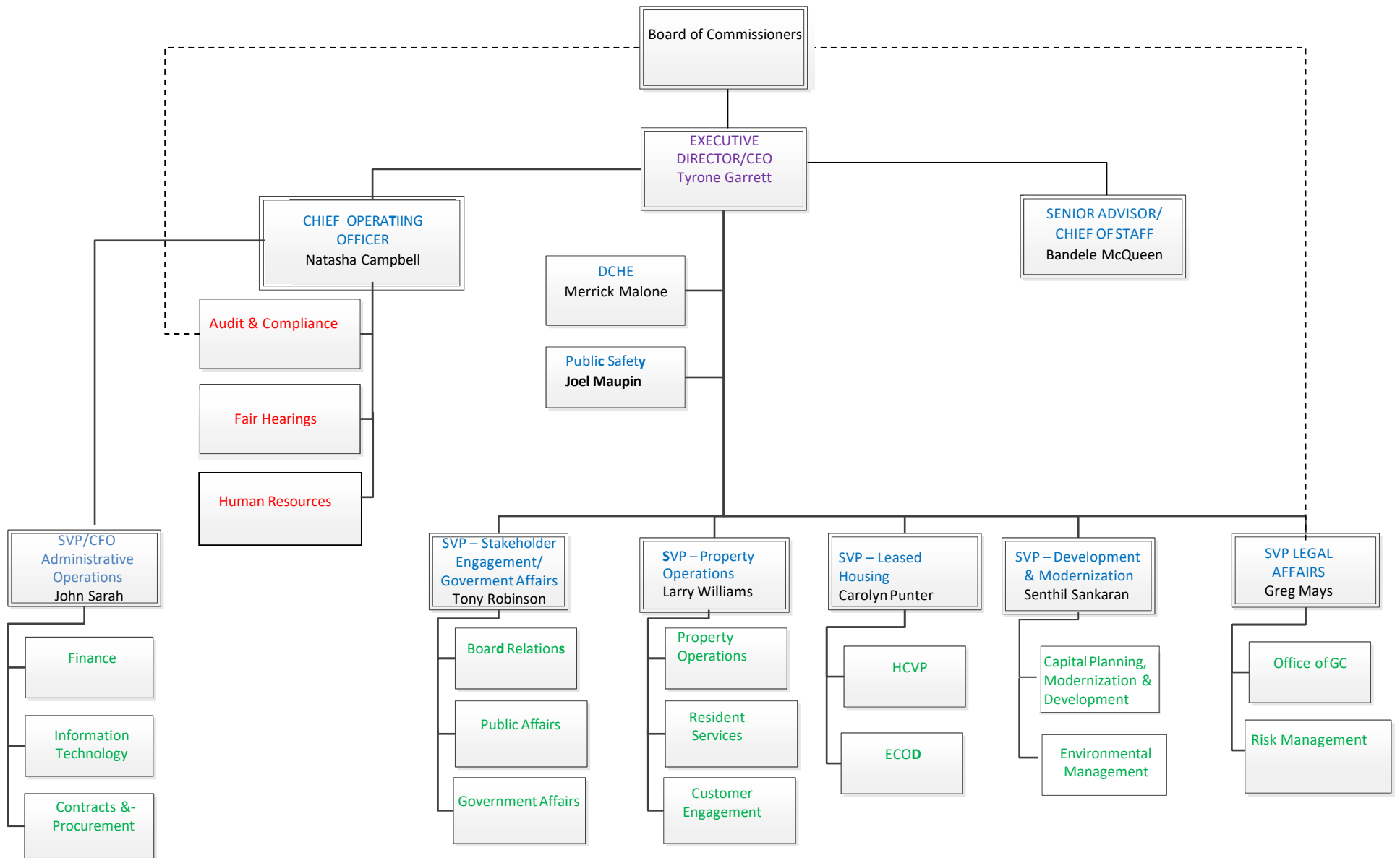


Draft
DCHA Leadership Structure
February 2021



District of Columbia Housing Authority Departments

ADA/504 Program The ADA/504/Language Access Department processes reasonable accommodation requests for housing participants and employees; Also we provide language access services as well. Our mission is to operate all of its housing programs in a fair and impartial way. In addition to requiring fairness and impartiality without regard to race, color, sex, sexual orientation, family responsibilities, national or ethnic origin, religion, age, personal appearance, familial status, marital status, political affiliation, source of income, matriculation and place of residence or business, DCHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

Administrative Services The Office of Administrative Services (OAS) ensures that supplies, services and construction are procured properly. The fundamental goal of the OAS procurement system is to satisfy our internal department clients in terms of cost, quality, and timeliness of the delivered product or service. The Compliance Division identifies and complies with the labor requirements of the Federal government, including, but not limited to the Davis Bacon/McNamara O'Hara Service Contract Act, Federal Labor Standards Act, Affirmative Action and Occupational Safety and Health Administration. The Support Services Division is a combination of a major reproduction and print center, mail processing, light maintenance through a work order system, event set-up for monthly Board meetings and other major events. The mission of Fleet Management Division is to provide a comprehensive motor vehicle fleet management program for the Authority to ensure that properly equipped, well maintained vehicles and equipment are available, and that the fleet is operated safely to include driver training, and the acquisition and maintenance of the motor vehicle fleet.

Audit and Compliance The Office of Audit and Compliance (OAC) is an independent appraisal function established to examine and evaluate DCHA's activities as a service to the agency. The OAC serves the DCHA by helping to identify and reduce risks; ensuring policies, procedures, laws and regulations are followed, established standards are met, resources are used efficiently and effectively, and DCHA objectives are achieved.

Capital Programs The Office of Capital Program (OCP) provides construction and project management of modernization projects within DCHA conventional public housing including preventive maintenance services. OCP leads and participates in the transformation of public housing communities and sponsors the development of affordable dwelling units in privately owned properties. The team comprises a breadth of knowledge and expertise related to planning, development, architecture, engineering, finance and project management. The office also leads the DCHA's energy and green sustainability efforts.

Customer Engagement The Office of Customer Engagement (OCE) provides agency-wide support and direction to improve the overall customer experience to DCHA customers and stakeholders. OCE engages customers by using customer engagement management solutions to ensure needs are met at the time of engagement. OCE also conducts research and analysis to support customer engagement activities. OCE's external goal is to create a brand that positions DCHA as a customer-focused service agency of innovative solutions. OCE will continue to oversee long-term relationships with key stakeholders in an effort to improve service delivery.

Eligibility and Continued Occupancy The Eligibility and Continued Occupancy Department (ECOD) is responsible for application intake, waiting list management, eligibility determination for the Public Housing, Housing Choice Voucher Tenant Based (formerly known as the Section 8 program) and Housing Choice Voucher Moderate Rehabilitation Project Based (formerly Section 8 Moderate Rehabilitation program) programs. Each program gives rental assistance to eligible low-income families.

In addition, ECOD is responsible for the Continued Occupancy eligibility requirements for all traditional Public Housing residents. As part of residents continued occupancy requirements, each family must recertify their families' composition and incomes on a biennial and triennial basis for continued occupancy for the Low Income Public Housing 'LIPH' program.

Fair Hearings The Office of Fair Hearings (OFH) is responsible for:

- Ensuring that grievances of public housing and subsidized housing tenants and applicants are addressed in a fair, expeditious and uniform manner.
- Conducting and holding conciliatory meetings with tenants and housing managers, conducting settlement conferences, holding hearings as required by and in accordance with applicable laws and regulations.
- Investigating complaints and ensuring compliance with settlement agreements and hearing decisions.

Financial Management The Office of Financial Management (OFM) is responsible for managing all financial aspects of the Agency, providing budgetary supportive services and administrative financial data to ensure that all other departments of the Agency are able to contribute to the achievement of the mission of the organization. The department comprises these functions: Finance/ Accounting, Cash and Debt Management, Budget, Payroll, Accounts Payable and Accounts Receivable.

General Counsel The Office of General Counsel (OGC) is responsible for all legal matters pertaining to the Agency. In that capacity, the OGC represents the agency in real estate, litigation and personnel matters, and advises the Executive Director and the Board of Commissioners on matters related to legal sufficiency and authority of the agency. OGC appears before city, state and federal courts, hearing officers and other adjudicative bodies on behalf of the Agency. OGC staff consists of attorneys, legal assistants, legal interns and support staff.

Housing Choice Voucher Program The Housing Choice Voucher Program (HCVP) provides rental assistance to eligible families through three federally funded programs—Tenant-based, Project based and Moderate Rehabilitation. Participants pay a portion of the rent based on a percentage of the family's adjusted income (on average about 30 percent), and DCHA pays the rest of the rent directly to the landlord. Participants in the tenant-based program are issued vouchers that allow families to find their own units owned by private landlords anywhere in the United States where there is an operating public housing authority. However, the housing subsidy for the project-based and Moderate Rehabilitation programs is attached to specific privately managed units located in the District of Columbia.

In addition, DCHA administers a locally funded voucher program on behalf of the District of Columbia government—the Local Rent Supplement Program (LRSP). The intent of LRSP is to preserve and increase the stock of permanent affordable housing units in the District for extremely low income households, i.e. households <30% of Area Median Income. Similar to HCVP, participants contribute 30% of their adjusted annual income towards the cost of rent. LRSP has three types of housing assistance: Tenant Based, Project Based and Sponsor Based. All housing assistance under LRSP must be located in the District of Columbia.

Human Resources Department The Human Resources Department (HR) is charged with the overall mission to establish and maintain a uniform system for managing the cluster of personnel functions that will facilitate the comprehensive and efficient implementation of standards and terms and conditions of employment, consistent with all applicable laws. The main objectives are the recruitment and retention of qualified staff, improving staff competency; developing a customer-focus environment and enhancing the quality of work life for employees.

Information Technology Department The Information Technology Department (ITD) supports the District of Columbia Housing Authority's mission by implementing leading edge technology, providing training on skillful use of resources, ensuring a reliable and stable IT environment, and enhancing the productivity of DHCA's Information Technology users.

Office of Planning The Office of Planning (OP), located in the Office of the Executive Director, is responsible for program development and project management of key agency-wide policy initiatives, as well as collecting and coordinating information/data across the agency for both internal and external reporting. The office advises senior staff and city agencies on federal, local and agency policies. The office provides oversight management and technical assistance for other interdepartmental data/reporting projects and special initiatives. OP coordinates the District of Columbia Housing Authority's (DCHA) participation in U.S. Department of Housing and Urban Development's (HUD) Moving to Work (MTW) demonstration program.

Property Management Operations DCHA provides quality subsidized housing by focusing on the needs of our residents, the strengths of our employees and the maintenance of our properties including mechanical operations and preventive maintenance services. Our mission is to provide stable, quality, affordable housing to low and moderate income persons; to deliver these services with integrity and mutual accountability and to create learning environments that serve as catalysts for the transformation from dependency to economic self-sufficiency.

Public Affairs The function of the Office of Public Affairs and Communications (OPAC) is to provide information to the public and news media about the District of Columbia Housing Authority (DCHA) and its residents, employees, properties, resources, programs and the Board of Commissioners. The information is provided through published documents such as agency newsletters, brochures, handbooks, videos, gallery displays and the DCHA website.

Public Safety The District of Columbia Housing Authority Police Department (DCHAPD), also

referred to as the DCHA Office of Public Safety (OPS), is a fully operational, 24-hour police force which covers fixed security stations and conducts police patrols throughout the city's public housing developments. The DCHAPD is staffed by:

- Sworn police officers who have concurrent jurisdiction with MPD throughout the District of Columbia.
- Special police officers commissioned by the Mayor of the District of Columbia to have full arrest powers on DCHA properties
- Security officers who screen visitors at DCHA developments
- Civilian administrative support personnel

Resident Services The Office of Resident Services (ORS) is the primary link between the resident leadership and the agency. ORS promotes self-sufficiency among public housing residents. ORS performs grants administration for grants that serve public housing residents, builds capacity for Resident Councils and coordinates special projects. ORS partners with residents and other organizations to develop meaningful initiatives to enrich the lives of youth, adults and seniors.

Schedule A

Department	Employee Name	Job Title	Date of Hire	Employment Status	FY 2021 Salary	Grade/Step	Fringe Benefits	FY19 Workers Compensation Payment	Cell Phone	Take Home Vehicle
ECOD	Whitaker, Joy R	Eligibility Recertification Specialist	9/21/2009	Full Time	64,694	A01-Union DS09-8	No	N/A	Yes	No
ECOD	Scott, Debra S	Supervisory Client Eligibility Placement	1/22/2008	Full Time	90,575	A01-Non-Union DS12-7	No	N/A	Yes	No
		ECOD Total			\$ 155,269	2				
HCVP	Thomas, Ebony	Housing Program Quality Control Supervisor	12/26/2006	Full Time	104,491	A01-Non-Union DS13-6	No	N/A	Yes	No
HCVP	Cureton, Trina	Housing Program Specialist II	1/22/2008	Full Time	67,197	A01-Union DS11-3	No	N/A	Yes	No
HCVP	Johnson, Davia	Housing Program Specialist II	12/12/2016	Full Time	67,197	A01-Union DS11-3	No	N/A	Yes	No
HCVP	Thomas, Terreita	Housing Program Specialist II	11/17/2008	Full Time	73,427	A01-Union DS11-6	No	N/A	Yes	No
HCVP	Thomas, Tammy	Housing Program Specialist II	10/19/2015	Full Time	69,212	A01-Union DS11-4	No	N/A	Yes	No
HCVP	Henry, Lisa	Housing Program Specialist II	7/28/2014	Full Time	65,240	A01-Union DS11-2	No	N/A	Yes	No
HCVP	Chism, Edwina	Housing Program Specialist II	12/17/2012	Full Time	71,289	A01-Union DS11-5	No	N/A	Yes	No
HCVP	Day, Ivy	Housing Program Specialist II	2/6/1995	Full Time	75,630	A01-Union DS11-7	No	N/A	Yes	No
HCVP	Dorsey, Lahoma	Housing Program Coordinator	6/25/2007	Full Time	85,375	A01-Union DS12-5	No	N/A	Yes	No
HCVP	Rainey, Joann	Housing Program Coordinator	6/17/1991	Full Time	87,937	A01-Union DS12-6	No	N/A	Yes	No
		HCVP Total			\$ 766,995	10				
Public Safety	Maupin, Joel	Chief of Police	11/5/2012	Full Time	159,667	A01-Non-Union PS16-2	No	N/A	Yes	Yes
Public Safety	Dixon, George C	Deputy Chief of Police	7/11/2016	Full Time	120,181	A01-Non-Union PS14-1	No	N/A	Yes	Yes
Public Safety	Ahl, Timothy M	Police Officer	3/26/2012	Full Time	58,041	A05-Union PS09-2	No	N/A	Yes	No
Public Safety	Brown-McDaniel, Jerrika	Police Officer	6/24/2019	Full Time	58,041	A05-Union PS09-2	No	N/A	Yes	No
Public Safety	Day, Darius	Police Officer	3/30/2020	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Enadeghe, Efosa K	Police Officer	10/25/2007	Full Time	86,642	A05-Union PS09-10	No	N/A	Yes	No
Public Safety	Favors, Floyd E	Police Officer	5/5/1997	Full Time	86,642	A05-Union PS09-10	No	N/A	Yes	No
Public Safety	Felder, Wydell	Police Officer	9/17/2018	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Floyd, Dylan	Police Officer	3/30/2020	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Jorgensen, Jacob	Police Officer	2/3/2020	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Kearney, Naphisha D	Police Officer	11/21/2016	Full Time	67,188	A05-Union PS09-5	No	N/A	Yes	No
Public Safety	Lalangan-Jones, Fred	Police Officer	1/22/2018	Full Time	63,989	A05-Union PS09-4	No	N/A	Yes	No
Public Safety	Morales Jr., Carlos	Police Officer	6/24/2019	Full Time	58,041	A05-Union PS09-2	No	N/A	Yes	No
Public Safety	Olawoyin, Olakunle	Police Officer	2/3/2020	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Phillips, Destiny	Police Officer	10/22/2018	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Pitter, Celeste	Police Officer	4/1/2019	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Rashidi-Garekani, Mike	Police Officer	9/28/2020	Full Time	55,278	A05-Union PS09-1	No	N/A	Yes	No
Public Safety	Fersner, Larry D	Senior Police Officer	4/4/2016	Full Time Term	78,397	A05-Union PS10-5	No	N/A	Yes	No
Public Safety	Looper, Carolyn	Senior Police Officer	7/24/2017	Full Time Term	74,665	A05-Union PS10-4	No	N/A	Yes	No
Public Safety	Lozado, Anthony	Senior Police Officer	1/25/2016	Full Time Term	78,397	A05-Union PS10-5	No	N/A	Yes	No
Public Safety	Patterson Sr., Anthony	Senior Police Officer	10/30/2017	Full Time Term	74,665	A05-Union PS10-4	No	N/A	Yes	No
Public Safety	Rosario, Fred	Senior Police Officer	12/9/2019	Full Time Term	67,724	A05-Union PS10-2	No	N/A	Yes	No
Public Safety	Smith, Michael	Senior Police Officer	9/28/2020	Full Time Term	64,498	A05-Union PS10-1	No	N/A	Yes	No
Public Safety	Williams, Antonio	Senior Police Officer	3/4/2019	Full Time Term	67,724	A05-Union PS10-2	No	N/A	Yes	No
Public Safety	Blanks, Acquisha	Special Police Officer	9/28/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Boatwright, Tameka	Special Police Officer	12/20/2010	Full Time	53,040	A05-Union PS07-7	No	N/A	Yes	No
Public Safety	Burno, Shaneka	Special Police Officer	2/18/2014	Full Time	47,374	A05-Union PS07-4	No	N/A	Yes	No
Public Safety	Butani, Shivesh	Special Police Officer	9/28/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Charlotin, Jeff	Special Police Officer	1/4/2021	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Coley, Brandon	Special Police Officer	6/24/2019	Full Time	44,622	A05-Union PS07-2	No	N/A	Yes	No
Public Safety	Daniel, Kim L	Special Police Officer	10/25/1999	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Duncan, Dava	Special Police Officer	11/27/2017	Full Time	47,374	A05-Union PS07-4	No	N/A	Yes	No
Public Safety	Edwards, Moses	Special Police Officer	5/28/2019	Full Time	44,622	A05-Union PS07-2	No	N/A	Yes	No
Public Safety	Ford-Ray, Raymond	Special Police Officer	7/17/2017	Full Time	45,997	A05-Union PS07-3	No	N/A	Yes	No
Public Safety	Franklin, Donte	Special Police Officer	4/30/2018	Full Time	44,622	A05-Union PS07-2	No	N/A	Yes	No
Public Safety	Frazier, Dominic	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Harris-Hinton, Lakiesha D	Special Police Officer	6/8/1997	Full Time	54,454	A05-Union PS07-8	No	N/A	Yes	No
Public Safety	Hayes, Donna M	Special Police Officer	1/21/1997	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Hill, Joshua	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Johnson, D'Andre	Special Police Officer	1/6/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Jones II, Tyrone	Special Police Officer	12/11/2017	Full Time	47,374	A05-Union PS07-4	No	N/A	Yes	No
Public Safety	Jones, Juanita	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	King, Kevin D	Special Police Officer	4/13/1998	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Lasite-Luke, William	Special Police Officer	8/28/2017	Full Time	47,374	A05-Union PS07-4	No	N/A	Yes	No
Public Safety	Major, Monique	Special Police Officer	12/20/2010	Full Time	51,624	A05-Union PS07-6	No	N/A	Yes	No
Public Safety	Mclwain, Matthew B	Special Police Officer	11/3/1997	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Morton Jr., Richard A	Special Police Officer	3/14/2016	Full Time	48,748	A05-Union PS07-5	No	N/A	Yes	No
Public Safety	Nelson, Randall	Special Police Officer	11/13/2018	Full Time	45,997	A05-Union PS07-3	No	N/A	Yes	No
Public Safety	Ogunsiakan, Richard J	Special Police Officer	9/28/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Perkins, Nathan	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Pinkney, Melvin	Special Police Officer	8/28/2017	Full Time	47,373	A05-Union PS07-4	No	N/A	Yes	No

Schedule A

Public Safety	Richardson, Gwendolyn E	Special Police Officer	3/22/1999	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Richardson, Terrell	Special Police Officer	1/4/2021	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Robinson, Donell	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Santana, Jiffer A	Special Police Officer	3/14/2016	Full Time	48,748	A05-Union PS07-5	No	N/A	Yes	No
Public Safety	Simms, Carla	Special Police Officer	2/9/2015	Full Time	51,624	A05-Union PS07-6	No	N/A	Yes	No
Public Safety	Spence, Rayshawn	Special Police Officer	5/28/2019	Full Time	44,623	A05-Union PS07-2	No	N/A	Yes	No
Public Safety	Spriggs, Davina	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Stafford, David	Special Police Officer	7/8/2019	Full Time	44,623	A05-Union PS07-2	No	N/A	Yes	No
Public Safety	Thomas, Gary L	Special Police Officer	10/13/1998	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Ventura, Tayron	Special Police Officer	11/23/2020	Full Time	43,249	A05-Union PS07-1	No	N/A	Yes	No
Public Safety	Watkins, Brandy	Special Police Officer	9/16/2019	Full Time	44,623	A05-Union PS07-2	No	N/A	Yes	No
Public Safety	Weathers, Juan	Special Police Officer	11/13/2018	Full Time	45,997	A05-Union PS07-3	No	N/A	Yes	No
Public Safety	Williams, Don M	Special Police Officer	11/5/2015	Full Time	48,748	A05-Union PS07-5	No	N/A	Yes	No
Public Safety	Wiseman, Da'Ron A	Special Police Officer	11/5/2015	Full Time	48,748	A05-Union PS07-5	No	N/A	Yes	No
Public Safety	Yeager, Harold L	Special Police Officer	4/13/1998	Full Time	57,284	A05-Union PS07-10	No	N/A	Yes	No
Public Safety	Bentley, Eugene	Spvr Housing Police Officer Lieutenant	6/5/2017	Full Time	102,245	A01-Non-Union PS12-5	No	N/A	Yes	No
Public Safety	Spencer, Steven L	Spvr Housing Police Officer Lieutenant	7/1/2013	Full Time	102,245	A01-Non-Union PS12-5	No	N/A	Yes	No
Public Safety	Street, Willie E	Spvr Housing Police Officer Lieutenant	11/3/1997	Full Time	102,245	A01-Non-Union PS12-5	No	N/A	Yes	No
Public Safety	Anderson, Jaime R	Spvr Housing Police Officer Sergeant	2/3/2014	Full Time	95,500	A01-Non-Union PS11-6	No	N/A	Yes	No
Public Safety	Dickerson, Norman	Spvr Housing Police Officer Sergeant	10/26/2009	Full Time	86,622	A01-Non-Union PS11-4	No	N/A	Yes	No
Public Safety	Douglass, Darnell	Spvr Housing Police Officer Sergeant	3/22/1999	Full Time	95,500	A01-Non-Union PS11-6	No	N/A	Yes	No
Public Safety	Faryniarz, Walter	Spvr Housing Police Officer Sergeant	2/3/2020	Full Time	74,826	A01-Non-Union PS11-1	No	N/A	Yes	No
Public Safety	Fowler, Eddie	Spvr Housing Police Officer Sergeant	10/2/2017	Full Time	90,952	A01-Non-Union PS11-5	No	N/A	Yes	No
Public Safety	Green, Mickey	Spvr Housing Police Officer Sergeant	10/13/1998	Full Time	95,500	A01-Non-Union PS11-6	No	N/A	Yes	No
Public Safety	Jamieson, Michael	Spvr Housing Police Officer Sergeant	9/16/2019	Full Time	74,826	A01-Non-Union PS11-1	No	N/A	Yes	No
Public Safety	Jelks, David	Spvr Housing Police Officer Sergeant	1/2/2018	Full Time	90,952	A01-Non-Union PS11-5	No	N/A	Yes	No
Public Safety	Leary, Christopher	Spvr Housing Police Officer Sergeant	2/18/2020	Full Time	74,826	A01-Non-Union PS11-1	No	N/A	Yes	No
Public Safety	Mable, Anthony	Spvr Housing Police Officer Sergeant	11/12/2019	Full Time	78,568	A01-Non-Union PS11-2	No	N/A	Yes	No
Public Safety	Kave-Govan, Denise M	Senior Outreach Worker	11/9/2015	Full Time	47,473	A01-Union DS07-4	No	N/A	Yes	No
Public Safety	Washington, Samuel M	Senior Outreach Worker	2/9/2015	Full Time	48,896	A01-Union DS07-5	No	N/A	Yes	No
		PUBLIC SAFETY TOTAL			\$ 4,979,456	81				

Claim Number	Coverage	Type Of Claim	Claimant	Occupation
WC-21-000358	Workers Compensation	Medical Compensation Only	Floyd, Dylan	POLICE OFFICER
WC-20-006057	Workers Compensation	Medical Compensation Only	Day, Darius	Police Officer

Hire Date	Claims Examiner	Multiple Claim?	Location Folder (Default Location Hierarchy)
3/3/2020	Alexis Pouges	False	DC Housing Authority
3/30/2020	Shanee Pouges	False	DC Housing Authority

Agency	Sub Status	Status	Loss Date	Accident Street 1
DC Housing Authority	Initiated	Open	1/28/2021	
DC Housing Authority	Initiated	Open	12/18/2020	302 50th Street, N.E

Loss Description

IW was making a stop and trying to arrest an individual. While trying to restrain the person, he got out of hand, got
While pursuing a suspect, the employee stepped on an object which pierced the bottom of his shoe and entered hi

Loss Time	Cause	Body Part
9:00 PM	Strain or Injury By - Holding or Carrying	Body Systems and Multiple Body Systems
9:21 PM	Striking Against or Stepping On - Stationary Object	Foot

Nature	Total Paid	Total Reserve	Total Incurred
Contusion	\$0.00	\$3,000.00	\$3,000.00
Puncture	\$216.69	\$0.00	\$216.69

First Name	Last Name	Department	Title	Laptop	Cell Phone
Allyson	Wingate	OPS	Senior Security Officer	No	Yes
Andrew	Aguas	OPS	Police Officer	No	Yes
Anthony	Lozado	OPS	Senior Police Officer	No	Yes
Anthony	Mable	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Anthony	Patterson	OPS	Senior Police Officer	No	Yes
Antoinette	Matthews	OPS	Security Officer	No	Yes
Antonio	Williams	OPS	Senior Police Officer	No	Yes
Asia	Rouse	OPS	Security Officer	No	Yes
Barbara	Coe-Ellis	OPS	Senior Security Officer	No	Yes
Bernadette	Penny	OPS	Security Officer	No	Yes
Brandon	Coley	OPS	Special Police Officer	No	Yes
Brandy	Watkins	OPS	Special Police Officer	No	Yes
Carla	Simms	OPS	Special Police Officer	No	Yes
Carlos	Morales	OPS	Police Officer	No	Yes
Carol	Holley	OPS	Security Officer	No	Yes
Carolyn	Looper	OPS	Senior Police Officer	No	Yes
Celeste	Pitter	OPS	Police Officer	No	Yes
Cheryl	Brown	OPS	Senior Security Officer	No	Yes
Christopher	Leary	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Chukwuemeka	Ajeroh	OPS	Security Officer	No	Yes
Claudia	Parker	OPS	Senior Security Officer	No	Yes
Cornell	Barnes	OPS	Security Officer	No	Yes
Dajon	Ross	OPS	Security Officer	No	Yes
Da'Jon	Leonard	OPS	Security Officer	No	Yes
Dale	Gassaway	OPS	Senior Security Officer	No	Yes
D'Andre	Johnson	OPS	Special Police Officer	No	Yes
Darius	Day	OPS	Police Officer	No	Yes
Darnell	Douglass	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Da'Ron	Wiseman	OPS	Special Police Officer	No	Yes
Dava	Duncan	OPS	Special Police Officer	No	Yes
David	Jelks	OPS	Spvr Housing Police Officer Sergeant	No	Yes
David	Stafford	OPS	Special Police Officer	No	Yes
Deborah	Johnson	OPS	Security Officer	No	Yes
Delores	Ferguson	OPS	Senior Security Officer	No	Yes
Denise	Kave-Govan	OPS	Senior Outreach Worker	No	Yes
De'Sean	Faucette	OPS	Security Officer	No	Yes
Destiny	Phillips	OPS	Police Officer	No	Yes
Diavanni	Fletcher	OPS	Security Officer	No	Yes
Don	Williams	OPS	Special Police Officer	No	Yes
Donna	Hayes	OPS	Special Police Officer	No	Yes
Donte	Franklin	OPS	Special Police Officer	No	Yes
Dylan	Floyd	OPS	Police Officer	No	Yes
Eddie	Fowler	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Edgar	Barnes	OPS	Clerical Assistant	No	Yes
Efosa	Enadeghe	OPS	Police Officer	No	Yes
Eugene	Bentley	OPS	Spvr Housing Police Officer Lieutenant	No	Yes
Floyd	Favors	OPS	Police Officer	No	Yes
Fred	Lalangan-Jones	OPS	Police Officer	No	Yes
Fred	Rosario	OPS	Senior Police Officer	No	Yes
Gary	Thomas	OPS	Special Police Officer	No	Yes
George	Dixon	OPS	Spvr Housing Police Officer Lieutenant	No	Yes
Gerber	Mendez	OPS	Senior Security Officer	No	Yes
Gregory	Jackson	OPS	Security Officer	No	Yes
Gwendolyn	Richardson	OPS	Special Police Officer	No	Yes
Harold	Yeager	OPS	Special Police Officer	No	Yes
Jacob	Jorgensen	OPS	Police Officer	No	Yes
Jacqueline	Taylor	OPS	Staff Assistant	No	Yes
Jaime	Anderson	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Jerika	Brown-McDaniel	OPS	Police Officer	No	Yes
Jiffer	Santana	OPS	Special Police Officer	No	Yes
Joel	Maupin	OPS	Chief of Police	Yes	Yes
Johnetta	Williams	OPS	Senior Security Officer	No	Yes
Joseph	Allen	OPS	Senior Security Officer	No	Yes
Joycelyn	Williams	OPS	Security Officer	No	Yes
Juan	Weathers	OPS	Special Police Officer	No	Yes
Juanita	Brawner	OPS	Security Officer	No	Yes
Kayla	Castle	OPS	Security Officer	No	Yes
Kenneth	Lipkins	OPS	Senior Security Officer	No	Yes
Kevin	King	OPS	Special Police Officer	No	Yes
Kim	Daniel	OPS	Special Police Officer	No	Yes
Kim	Pittman	OPS	Security Officer	No	Yes

Kimesha	Seaberry	OPS	Security Officer	No	Yes
Koraun	Boatwright	OPS	Security Officer	No	Yes
Lace	Douglas	OPS	Security Officer	No	Yes
Lakiesha	Harris-Hinton	OPS	Special Police Officer	No	Yes
Larry	Fersner	OPS	Senior Police Officer	No	Yes
Lateessha	Terry	OPS	Senior Security Officer	No	Yes
Linda	Rawlings	OPS	Security Officer	No	Yes
Lisa	Cobb	OPS	Senior Security Officer	No	Yes
Lorraine	Davis	OPS	Senior Police Officer	No	Yes
Marilyn	Monroe	OPS	Senior Security Officer	No	Yes
Markel	Wright	OPS	Security Officer	No	Yes
Marshelle	Deans	OPS	Security Officer	No	Yes
Matthew	McIlwain	OPS	Special Police Officer	No	Yes
Melody	Rich-Neal	OPS	Security Officer	No	Yes
Melvin	Pinkney	OPS	Special Police Officer	No	Yes
Mesha	Mizzell	OPS	Security Officer	No	Yes
Michael	Gaines	OPS	Senior Security Officer	No	Yes
Michael	Jamieson	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Michelle	Rawlings	OPS	Senior Security Officer	No	Yes
Mickey	Green	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Monique	Major	OPS	Special Police Officer	No	Yes
Moses	Edwards	OPS	Special Police Officer	No	Yes
Myland	Byers	OPS	Security Officer	No	Yes
Naphisha	Kearney	OPS	Police Officer	No	Yes
Norman	Dickerson	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Olakunle	Olawoyin	OPS	Police Officer	No	Yes
Priscilla	Bowlding	OPS	Security Officer	No	Yes
Ralshad	Neal	OPS	Security Officer	No	Yes
Ralsharia	Neal	OPS	Security Officer	No	Yes
Randall	Nelson	OPS	Special Police Officer	No	Yes
Raquel	Magruder	OPS	Management Analyst	No	Yes
Raymond	Ford-Ray	OPS	Special Police Officer	No	Yes
Rayshawn	Spence	OPS	Special Police Officer	No	Yes
Richard	Morton	OPS	Special Police Officer	No	Yes
Ronald	Crawford	OPS	Senior Security Officer	No	Yes
Ronald	Tarpley	OPS	Police Officer	No	Yes
Samuel	Washington	OPS	Senior Outreach Worker	No	Yes
Sandra	Robinson	OPS	Security Officer	No	Yes
Shana	Watson	OPS	Security Officer	No	Yes
Shaneka	Burno	OPS	Special Police Officer	No	Yes
Sharon	Moore	OPS	Security Officer	No	Yes
Sharon	Sellers	OPS	Security Officer	No	Yes
Sharra	Brockington	OPS	Security Officer	No	Yes
Shawn	Hall	OPS	Senior Security Officer	No	Yes
Shirley	Stevens	OPS	Senior Security Officer	No	Yes
Sonia	Waley	OPS	Senior Security Officer	No	Yes
Stephanie	DuVall	OPS	Security Officer	No	Yes
Steven	James	OPS	Security Officer	No	Yes
Steven	Spencer	OPS	Spvr Housing Police Officer Lieutenant	No	Yes
Sylvia	Taylor	OPS	Senior Security Officer	No	Yes
Tameka	Boatwright	OPS	Special Police Officer	No	Yes
Terry	Blair	OPS	Law Enforcement Training & Database Mgt	No	Yes
Tiffany	Chew	OPS	Security Officer	No	Yes
Timothy	Ahl	OPS	Police Officer	No	Yes
Tina	Briscoe	OPS	Senior Security Officer	No	Yes
Tonnise	Edwards	OPS	Security Officer	No	Yes
Tracey	DeVaughn	OPS	Senior Security Officer	No	Yes
Tyrone	Jones	OPS	Special Police Officer	No	Yes
Virgella	Prophet	OPS	Security Officer	No	Yes
Walter	Faryniarz	OPS	Spvr Housing Police Officer Sergeant	No	Yes
Willette	Williams	OPS	Senior Security Officer	No	Yes
William	Lasite-Luke	OPS	Special Police Officer	No	Yes
Willie	Street	OPS	Spvr Housing Police Officer Lieutenant	No	Yes
Wydell	Felder	OPS	Special Police Officer	No	Yes
Jeff	Charlotin	OPS	Special Police Officer	No	Yes
Terrell	Richardson	OPS	Special Police Officer	No	Yes
Nathan	Perkins	OPS	Special Police Officer	No	Yes
Juanita	Jones	OPS	Special Police Officer	No	Yes
Joshua	Hill	OPS	Special Police Officer	No	Yes
Tyrone	Ventura-Torress	OPS	Special Police Officer	No	Yes
Davina	Spriggs	OPS	Special Police Officer	No	Yes
Donnell	Robinson	OPS	Special Police Officer	No	Yes

Tania	Hider	OPS	Special Police Officer	No	Yes
Shanyia	Jackson	OPS	Special Police Officer	No	Yes

OPS Vehicle Accidents FY20-FY21

1-10-20: Cruiser 309, 2016 Ford Interceptor – This vehicle was involved in accident with a stolen vehicle. The stolen vehicle was fleeing from MPD when it struck the DCHA vehicle in the rear while stopped at a traffic light. The DCHA vehicle sustained medium damage.

4-1-20: Cruiser 801 2010, Chevy Silverado – This vehicle was involved in a police chase when it collided with a parked car. The vehicle sustained major damage to the front bumper

**Oversight Hearing Questions 4b
OPS Vehicle Inventory**

Cruiser #	Description	Vehicle Assignemnt
001	2017 Ford Interceptor	Patrol Vehicle
002	2005 Ford Crown Victoria	Patrol Vehicle
200	2016 Ford Interceptor	Patrol Vehicle
204	2015 Ford Interceptor	Patrol Vehicle
300	2015 Ford Interceptor	Patrol Vehicle
301	2010 Chevy Imapala	Patrol Vehicle
302	2015 Ford Interceptor	Patrol Vehicle
303	2017 Ford Interceptor	Patrol Vehicle
307	2016 Ford Interceptor	Patrol Vehicle
308	2016 Ford Interceptor	Patrol Vehicle
309	2016 Ford Interceptor	Patrol Vehicle
310	2010 Chevy Imapala	Patrol Vehicle
311	2010 Chevy Imapala	Patrol Vehicle
312	2010 Chevy Imapala	Patrol Vehicle
313	2010 Chevy Imapala	Patrol Vehicle
402 (Unmarked)	2005 Ford Crown Victoria	Patrol Vehicle (SPO)
801	2010 Chevy Silverado	Patrol Vehicle
Unmarked	2016 Ford Interceptor	Chief
Unmarked	2016 Ford Interceptor	Deputy Chief
Unmarked	2007 Ford Explorer	Outreach

*** DCHA owns all OPS vehicles**

Schedule A

Department	Employee Name	Job Title	Date of Hire	Employment Status	FY 2021 Salary	Grade/Step	Fringe Benefits	FY20 Workers Compensation Payment	Cell Phone	Take Home Vehicle
HCVP	Thomas, Ebony	Housing Program Quality Control Supervisor	12/26/2006	Full Time	104,491	A01-Non-Union DS13-6	No	N/A	Yes	No
		HCVP Total			\$ 104,491	10				
Public Safety	Maupin, Joel	Chief of Police	11/5/2012	Full Time	159,667	A01-Non-Union PS16-2	No	N/A	Yes	Yes
Public Safety	Dixon, George C	Deputy Chief of Police	7/11/2016	Full Time	120,181	A01-Non-Union PS14-1	No	N/A	Yes	Yes
Public Safety	Bentley, Eugene	Spvr Housing Police Officer Lieutenant	6/5/2017	Full Time	102,245	A01-Non-Union PS12-5	No	N/A	Yes	No
Public Safety	Spencer, Steven L	Spvr Housing Police Officer Lieutenant	7/1/2013	Full Time	102,245	A01-Non-Union PS12-5	No	N/A	Yes	No
Public Safety	Street, Willie E	Spvr Housing Police Officer Lieutenant	11/3/1997	Full Time	102,245	A01-Non-Union PS12-5	No	N/A	Yes	No
		PUBLIC SAFETY TOTAL			\$ 586,583	81				

Count#	EmployeeId	FullName	Department
1	9338	Morales Jr., Carlos G.	OFFICE OF PUBLIC SAFET
2	899657	Yeager, Harold L	OFFICE OF PUBLIC SAFET
3	999982	Wiseman, Da'Ron A	OFFICE OF PUBLIC SAFET
4	1617	Enadeghe, Efosa K	OFFICE OF PUBLIC SAFET
5	1000018	Fersner, Larry D	OFFICE OF PUBLIC SAFET
6	1212	Hall, Shawn A	OFFICE OF PUBLIC SAFET
7	1191	Burno, Shaneka R	OFFICE OF PUBLIC SAFET
10	552433	Richardson, Gwendolyn E	OFFICE OF PUBLIC SAFET
11	7198	Lasite-Luke, William	OFFICE OF PUBLIC SAFET
12	9334	Coley, Brandon N	OFFICE OF PUBLIC SAFET
13	9209	Weathers, Juan P	OFFICE OF PUBLIC SAFET
14	273	Coe-Ellis, Barbara	OFFICE OF PUBLIC SAFET
15	7219	Ajeroh, Chukwuemeka A	OFFICE OF PUBLIC SAFET
16	1287	Ahl, Timothy M	OFFICE OF PUBLIC SAFET
17	120054	Harris-Hinton, Lakiesha D	OFFICE OF PUBLIC SAFET
18	9246	Pittman, Kim D	OFFICE OF PUBLIC SAFET
19	555279	Daniel, Kim L	OFFICE OF PUBLIC SAFET
20	9387	Mable, Anthony D.	OFFICE OF PUBLIC SAFET
21	999984	Williams, Don M	OFFICE OF PUBLIC SAFET
22	4011	Kearney, Naphisha D	OFFICE OF PUBLIC SAFET
23	9350	Stafford, David C.	OFFICE OF PUBLIC SAFET
24	9454	Matthews, Antoinette	OFFICE OF PUBLIC SAFET
25	9333	Brown-McDaniel, Jerrika J	OFFICE OF PUBLIC SAFET

Jobtitle	AnnualSalary	Overtime HourUnits	\$Overtime Amount	AnnualSalary + Overtime
Police Officer	58,041	189.00	7910.99	65,952.00
Special Police Officer	57,284	153.50	6341.36	63,625.83
Special Police Officer	48,748	122.50	4306.51	53,054.37
Police Officer	86,642	68.00	4248.76	90,890.31
Senior Police Officer	78,397	69.00	3901	82,298.01
Senior Security Officer	37,114	136.00	3640	40,754.00
Special Police Officer	47,373	106.50	3638.41	51,011.41
Special Police Officer	57,284	88.00	3635.38	60,919.85
Special Police Officer	47,373	105.50	3604.19	50,977.19
Special Police Officer	44,622	103.50	3330.54	47,952.53
Special Police Officer	45,997	100.00	3267.09	49,264.09
Senior Security Officer	38,072	115.00	3157.45	41,229.46
Security Officer	32,159	127.50	2956.9	35,115.90
Police Officer	58,041	66.00	2762.52	60,803.53
Special Police Officer	54,454	65.50	2572.18	57,026.23
Security Officer	32,159	99.00	2295.95	34,454.95
Special Police Officer	57,284	55.00	2272.15	59,556.62
Spvr Housing Police Officer Sergeant	78,568	40.00	2266.4	80,834.41
Special Police Officer	48,748	64.00	2249.93	50,997.79
Police Officer	67,188	46.00	2206.91	69,394.90
Special Police Officer	44,622	65.50	2107.74	46,729.73
Security Officer	31,200	91.50	2058.75	33,258.75
Police Officer	58,041	49.00	2050.97	60,091.98

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COLLECTIVE BARGAINING AGREEMENT

Between



**Local 2725 of the
American Federation of
Government Employees**

and



**The District of Columbia
Housing Authority**

October 1, 2007 – September 30, 2011

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PREAMBLE

The parties to this Agreement are the District of Columbia Housing Authority (hereinafter referred to as “DCHA”) and Local 2725 of the American Federation of Government Employees, (hereinafter referred to as the “Union,” and collectively known as the “parties”). The purpose of this Agreement is:

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

Each party confirms, without reservation, the contents of this Agreement, notwithstanding changes in the law permitting the parties to alter or disregard its terms. Now therefore, in consideration of the mutual covenants and promises contained herein the DCHA and the Union do hereby agree as follows.

ARTICLE 1

RECOGNITION

Section A—Status of DCHA

The DCHA is an independent authority of the District government and a corporate body which has a legal existence separate from the District Government, to the District of Columbia Housing Authority Act of 1999.

Section B—Recognition of Union

The DCHA recognizes Local 2725 of the American Federation of Government Employees, AFL-CIO, as the sole and exclusive representative for all employees in the bargaining unit as described in Section C of this Article.

The Union, as the exclusive representative of all employees in the unit, has the right to act for and negotiate agreements covering all employees in the bargaining unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the Union.

Section C—Definition of the Bargaining Unit

The employees in the bargaining unit represented by the American Federation of Government Employees, Local 2725 at DCHA are the following:

All employees of DCHA, excluding public safety personnel, the security force, management officials, confidential employees, supervisors (including housing managers), and any employee engaged in personnel or labor-management relations work in other than a purely clerical capacity.

Section D—Unit Clarification

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

ARTICLE 2

GOVERNING LAWS AND RULES

Section A—Agreement Governs

This Agreement exclusively shall govern the labor relations between the DCHA and its bargaining unit employees. In the event that any DCHA or District of Columbia Government-wide rules, regulations, issuances, or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail.

Section B—Other D.C. Rules

It is understood that District of Columbia Government-wide personnel rules and regulations, including the rules promulgated in the District Personnel Manual system, shall not be applicable to bargaining unit employees. However, it is understood that District of Columbia Government-wide laws, rules and regulations, not inconsistent with this Agreement, that apply to the DCHA (e.g., D.C. Human Rights Law, Disability Compensation Law), but are not specifically incorporated herein, are nevertheless applicable to bargaining unit employees.

Section C—Higher Laws

If, during the life of this Agreement, a law from a higher authority invalidates or requires an amendment to any part of

this Agreement the parties shall meet promptly upon request of either party to negotiate the change.

Section D—Communications on Working Conditions

The DCHA shall communicate, consult, and negotiate with only the Union on matters related to working conditions affecting bargaining unit employees. However, in accordance with the provisions of Article 9, Grievance Procedure, DCHA may communicate with a grievant and/or authorized non-union representative in order to resolve a grievance related to the working conditions of the grievant.

Section E—Consultation and Impact Bargaining

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

Section F—NO STRIKE OR LOCKOUT

1. The Union recognizes that it is unlawful to participate in, authorize, or ratify a strike.
2. The term strike as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown, including any “sickouts”.
3. No lockout of employees shall be instituted by the DCHA during the term of this Agreement, except that the DCHA, in a strike situation, retains the right to close down any facility and provide for the safety of employees, equipment, or the public.

ARTICLE 3

EMPLOYEE RIGHTS

Section A—Rights Guaranteed

All bargaining unit employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations, as they apply to the DCHA. Bargaining unit employees shall be guaranteed the following rights:

1. The right to freely express their opinions on all public issues, including those related to the duties they are assigned to perform: provided, however, that the DCHA may promulgate reasonable rules and regulations requiring that such opinions be clearly disassociated from the DCHA's policy.
2. The right to disclose information unlawfully suppressed, information concerning illegal or unethical conduct which threatens or which is likely to threaten public health and safety or which involves the unlawful appropriation of public funds, and/information which would tend to impeach the testimony of persons appearing before District of Columbia or Congressional committees or the responses of such employees to inquiries from authorized District of Columbia or Federal government officials making such inquiries concerning the implementation of programs, information which would involve the expenditure of public funds, and the protection of the constitutional rights of citizens and the rights of employees under laws, rules and regulations for the protection of the rights of employees: provided, however, that nothing in this Agreement shall be construed to permit the disclosure of the contents of personnel files, personal medical reports, or any other information in such a manner as to invade the individual privacy of an employee or citizen of the United States.
3. The right to communicate freely and openly with members of the District of Columbia City Council and to respond fully and with candor to inquiries from committees of the Council, and from members of the Council: provided, however, that nothing in this section shall be construed to permit the invasion of the individual privacy of another employee or any citizen of the United States.
4. The right to assemble in public places for the free discussion of matters of interest to themselves and to the public and the right to notify, on their own time, fellow employees and the public of such meetings.
5. The right to humane, dignified, and reasonable conditions of employment, which allow for personal growth and

self-fulfillment, and for the unhindered discharge of job responsibilities.

6. The right to individual privacy: provided, however, that nothing in this section shall limit in any manner an employee's access to his or her own personnel file, medical report file, or any other file or document concerning his or her status or performance within the DCHA.
7. Bargaining unit employees shall be protected against penalty or reprisal for reporting an unsafe or unhealthful working condition or practice, or assisting in the investigation of such condition or practice.

Section B—Employees' Rights to Organize

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

Section C—Employee Protections

1. Nothing in this Agreement is intended to waive the legal rights of any bargaining unit employees unless clearly and unequivocally expressed herein.
2. Instructions and guidances shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.
3. The DCHA shall not retaliate against any employee for the exercise of his/her rights under this Agreement or any applicable laws, rules or regulations.

ARTICLE 4

MANAGEMENT RIGHTS

Section A—Retention of Management Rights

The DCHA shall retain the sole right, in accordance with applicable laws, roles and regulations:

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

Section B—Union’s Grievances of Alleged Violations of Management’s Exercise of Rights

Notwithstanding Section A above, the Union may grieve, if in exercising management’s rights, the DCHA allegedly violates any provisions of this Agreement or any District of Columbia Government-wide laws, rules or regulations applicable to the DCHA, which are grievable under this Agreement.

ARTICLE 5

DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A—Distribution of Agreement

The DCHA shall print and distribute a copy of this Agreement to each individual in the bargaining unit within ninety

(90) days of the effective date of this Agreement. The costs associated with the reproduction of this Agreement shall be borne by the DCHA.

Section B—Orientation of New Employees

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

Section C—Notice of Orientation—Schedule

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

Section D—Identification of Union in Employee Handbook

The DCHA shall include in any employee handbook it shall publish, the following statement:

Many employees of DCHA are represented by Local 2725 of the American Federation of Government Employees, AFL-CIO, which is the exclusive bargaining agent and representative. The Union is available to help and represent employees on any employment related matter. The Union office is located at 1133 North Capitol Street, N.E., Room G-2, and the telephone number is (202) 842-4540.

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

ARTICLE 6

NON-DISCRIMINATION

Section A—Discrimination Prohibited

The DCHA and the Union agree not to discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of

race, color, religion, sex (including sexual harassment), national origin, age, physical handicap, marital status, political affiliation or other criteria prohibited by law. The DCHA recognizes its responsibility to promote and ensure equal employment for all persons on the basis of merit without discrimination based on race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, or political affiliation and to promote the full realization of Equal Employment Opportunity (“EEO”) through positive programs of affirmative action at every management level within the DCHA.

DCHA and the Union recognize that DCHA and all its employees must not discriminate in their interactions with DCHA’s residents, participants, program applicants or other persons doing business with DCHA.

Section B—Affirmative Action Plan

In the development and implementation of its Affirmative Action Plan, and in accordance with applicable District of Columbia and Federal laws and regulations, the DCHA agrees to consider the following:

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

Section C—Distribution of Affirmative Action Plan and EEO Complaints Procedures

The DCHA agrees to provide the Union with a copy of the DCHA’s Affirmative Action Plan and furnish each employee with a copy. The EEO complaint regulations and procedures will be published, posted and distributed to each employee as well as included in the Affirmative Action Plan. The parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations. This does not preclude the non-EEO aspects of mixed grievances (where clear distinction can be made

and where such complaints are within the scope of the grievance procedure as defined within this Agreement) from going through the negotiated procedure.

Section D—Nondiscrimination in Union Representation

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

Section E—Union and Management Advice on EEO Problems

Through the procedures established for labor-management cooperation, each party shall advise the other of EEO problems of which they are aware or become aware. The DCHA shall ensure that problems brought to its attention under this Article shall be promptly remedied.

Section F—Sexual Harassment

Sexual harassment is a form of sex discrimination, and is an unlawful employment practice under Title VII of the Civil Rights Act 1964, as amended. The DCHA and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employee opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is defined in EEO rules governing complaints of discrimination in the District of Columbia Government (4 DCMR 199.1 (1995)):

“Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when;

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or
- (3) such conduct has the purpose of or effect of unreasonably interfering with an employee’s work performance or,” creating an intimidating, hostile or offensive working environment. Sexual harassment may include, but is not limited to,

- (a) verbal harassment or abuse,
- (b) subtle pressure for sexual activity,
- (c) patting or pinching,
- (d) brushing against another employee's body,
and
- (e) demands for sexual favors.

Section G—Prompt Reporting of Discrimination Complaints

DCHA encourages prompt reporting of complaints of discrimination prohibited under this Article. All information regarding a complaint is confidential.

Section H—EEO Complaints

The Executive Director or his designee shall be the deciding official in the sexual harassment complaint process. The Executive Director or his designee shall investigate all formal complaints of sexual harassment. Employees who experience sexual harassment should immediately notify their immediate supervisor. Employees who are not comfortable reporting incidents of sexual harassment to the immediate supervisor may notify the Director of Human Relations or his designee. All verbal reports of sexual harassment discrimination must be reduced to writing by either the complainant or the individual(s) designated to receive complaints, and be signed by the complainant. The complainant may file a complaint with the DCHA or the D.C. Office of Human Rights and/or the United States Equal Employment Opportunity Commission.

Section I—Retaliation Prohibited

No complainant will be harassed, discharged, or retaliated against for filing a discrimination complaint.

Section J—Americans With Disabilities Act

1. Reasonable Accommodation Request

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504) shall apply to all employees covered by this Agreement.

Reasonable accommodations requested by the employee under the ADA and Section 504 shall be in writing. Human Resources shall provide assistance to any employee who needs help

in writing his/her request. The request should state the nature of the disability, the limitations imposed by the employee's disability, how those limitations could be overcome with a reasonable accommodation, and the accommodation sought. All requests shall be signed by the employee, and shall be forwarded to his/her supervisor and the Human Resources Director. The DCHA shall process such requests in a prompt manner.

DCHA examines the employee's job and determines its purpose and essential functions. The employee shall be consulted to determine his/her physical or mental abilities and limitations as they relate to the job's essential functions. If, after reviewing the employee's request, the Human Resources Director or designee cannot make a determination of whether the employee is a qualified individual with a disability, he/she shall request further medical information and/or a medical examination of the employee. Such request shall be limited to whether the employee is disabled under the ADA and can perform the essential functions of the position with reasonable accommodation.

2. Reasonable Accommodation

Once it has been determined that the employee is disabled under the ADA or Section 504, DCHA shall evaluate the accommodation proposed by the employee and, if reasonable, make the accommodation. If not acceptable, DCHA may offer an alternative that is comparable unless it is decided that the disability cannot be reasonably accommodated.

3. Status During Review

While the employee is waiting for DCHA's decision on his/her request for a reasonable accommodation, he/she shall continue to work, if possible. If the employee is unable to continue to work in his/her current position, he/she shall be placed on sick or annual leave or granted leave without pay.

4. Legal Rights

Nothing in this Article supersedes or waives any legal rights of an employee under the ADA.

Any employee who believes that he/she has been discriminated against on the basis of a disability may file an appropriate charge with DCHA's EEO Officer, the D.C. Human Rights Commission or the Equal Employment Opportunity Commission (EEOC). Such issues of discrimination are not subject to the grievance process.

ARTICLE 7

UNION SECURITY AND UNION DUES DEDUCTIONS

Section A—Applicability

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

Section B—Deduction of Union Dues From Members Pay

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

Section C—Deduction of Service Fees From Non-Union Members Pay

Because the Union is responsible for representing the interests of all bargaining unit employees, without discrimination and without regard to Union membership, (except as provided in Section E below), the DCHA agrees to deduct a service fee from the bi-weekly pay of each bargaining unit employee who does not join the Union without a written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents (\$0.05) per deduction per pay period. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall continue to be implemented in accordance with procedures established by the DCHA and this Article. Employees who enter the bargaining unit shall have the service fee or Union dues withheld by the DCHA within two (2) pay periods of his/her date of entry on duty or authorization.

Section D—Service Fee Equals Dues

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

Section E—Start of Dues Deduction

Within two (2) pay periods following the submission of an employee's application for membership and dues check-off, the DCHA shall start deducting Union dues from the employee.

Section F—Stop Dues Deduction

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

Section G—Payment of Dues or Service Fees Not Condition of Employment

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

Section H—DCHA Indemnified

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

ARTICLE 8

UNION REPRESENTATION

Section A—Recognition of Union Representatives and Officials

DCHA shall recognize up to, but not exceeding, twenty-five (25) Union officers and stewards. DCHA shall also recognize appropriate Union officials and non-employee Union officials as authorized representatives of the Union.

Section B—Union Listing of Representatives and Officials

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

Section C—Representation by Union Stewards

Union stewards are authorized to perform and discharge the duties and responsibilities of their position as they relate to representing the bargaining unit employees. Requests by stewards

to meet with bargaining unit employees or requests of bargaining unit employees to meet with stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited, and the general nature of the Union business to be conducted.

Section D—Notice of Change in Assignments Union Representatives

The DCHA shall make every reasonable effort to notify the Union no later than five (5) work days prior to placing Union representatives on special assignments and/or details or making shift changes. In the case of reassignments or transfers, the requirements of Article 16 shall apply. In no case shall such action be taken as a means of punishment or retaliation.

Section E—Permission to Transact Labor-Management Business

1. A Union representative, when leaving work to transact permissible labor-management business as defined by this Agreement during work hours, first shall request permission from higher immediate supervisor. The Union and bargaining unit employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the DCHA agrees that such permission for release shall not be unreasonably delayed.
2. A union representative's request for time to perform official union duties for up to four (4) hours shall be granted immediately, if possible. If the request cannot be granted immediately due to work load and or scheduling conditions, the employee shall be released within twenty-four (24) hours of the request.
3. If the request is for more than four (4) hours, the employee shall be released immediately if possible. If the request cannot be granted immediately, the supervisor shall promptly advise the employee when the request shall be granted; however, the union representative shall be released within two (2) workdays.
4. When the request for release to perform official duties cannot be granted immediately, the union representative shall be allowed to contact the appropriate person or the union

office in order to provide information regarding when the request shall be granted.

Section F—Notice to Supervisor of Visit by Union Representative

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

Section G—Labor-Management Activities on Official Time

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

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

Section H—Scheduling of Grievance Representations

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

Section I—DCHA's Approval of Union Meeting Attendance

The DCHA reserves the right to grant permission for attendance at Union meetings during work hours when such

assemblage is in the interest of DCHA, provided that release of employees will not unduly interrupt the work force in the judgment of the DCHA.

Section J—Retaliation Prohibited

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

ARTICLE 9

GRIEVANCE PROCEDURE

Section A—Purpose of Grievance Procedure

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Therefore, the DCHA and the Union retain the right to settle any grievance in the enforcement of this Agreement. The DCHA shall ensure that all settlements reached with respect to grievance resolutions and other matters regarding the enforcement of this Agreement shall be implemented.

Section B—Definition of Grievance

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

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

Section C—Presentation of Grievance

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

1. Grievance Categories:

A. Personal:

- (1) A grievance of a personal nature requires the signature of the aggrieved employee at Step 2 even if the grievant is represented by the Union. If an individual

grievant proceeds without Union representation, the Union shall be given the opportunity, pursuant to advance notification by DCHA, to be present, and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or of any adjustment, decision or response made by the DCHA must be sent to the Union within ten (10) days.

- (2) Grievances filed in response to disciplinary suspension(s) or removal(s) shall be appealed directly to Step 3 within twenty (20) workdays of the effective date of the action. Grievances filed under this provision shall contain all information required in Section D 2 A (1) through (5) of this Article.
- B. *Class*: A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President, directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all of the information specified in Section D 2 A (1) (2) (3) and (5) of this Agreement. The Executive Director or his designee shall respond in writing within twenty (20) working days of its receipt.
- C. *Group*: When a grievance involves a group of bargaining unit employees within the DCHA, the grievance may be filed by:
- (1) The group of employees at the appropriate step of the grievance procedure where resolution is possible. The grievance shall bear the signature of the affected employees; or by
 - (2) The Union, on behalf of the employees at the step where resolution of the grievance is possible. The Union shall describe and identify the group on whose behalf it is filing the grievance.

A grievance filed by a group of employees or by the Union on behalf of a group of employees shall contain all of the information specified in Section D 2 a (1) through (5) of this Article, except that a grievance filed by the Union shall bear the signature of the president or the president's designee instead

of the signature of the affected employees. Any final decision or settlement of a group grievance shall be binding only on the group as identified therein.

In the event the group is not represented by the Union, the Union must be given the opportunity, pursuant to advance notification, to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or of any adjustment, decision or response made by the DCHA must be sent to the Union within ten (10) days.

Section D—Procedural Steps

1. (Step 1).

- a. Except for grievances filed in response to disciplinary actions, which are appealed in accordance with Section C 1 A (2) of this Article, the Union with or without the aggrieved employee, shall discuss the grievance with the employee's immediate or acting supervisor within twenty (20) workdays of the event giving rise to the grievance, or within twenty (20) work days of the employee's or Union's knowledge of such event. A step 1 grievance may be initiated in writing or orally.
- b. The supervisor shall make a Decision on the grievance and reply to the employee and his/her representative within ten (10) workdays after the Step 1 discussion of the grievance.

2. (Step 2).

- a. If the grievance is not settled, the Union with or without the employee, shall submit a signed, written grievance to the appropriate management official within ten (10) workdays following the supervisor's Step 1 response. The appropriate management official shall be at an administrative level that reports directly to the Executive Director (i.e. Deputy Executive Director or Department Director).

The grievance at this and subsequent steps shall, contain:

- (1) Description of the nature of the grievance;
- (2) The date(s) on which the alleged violation occurred;

- (3) A statement of the remedy or adjustment sought;
 - (4) Authorization by the employee if Union representation is Desired, except as specified in Section C 1 B of this Article; and/or Article 10 Section E 2 (c).
 - (5) The signature of the aggrieved employee and the Union representative, if applicable, according to the category of the grievance.
- b. If the grievance does not contain the required information, the grievant shall receive written notice of each deficiency and such deficiencies must be corrected within five (5) workdays.
 - c. The Step 2 management official shall submit a signed, written grievance response to the employee and to his/her Union representative within ten (10) workdays of its receipt. If the aggrieved employee is not represented by the Union, the Step 2 management official must send a copy of the Step 2 response to the Union within ten (10) workdays of receipt of the Step 2 grievance.
3. (Step 3).
- a. If the grievance remains unsettled the Union, with or without the employee, shall submit it to the Executive Director within ten (10) work days following receipt of the Step 2 response.
 - b. Within fifteen(15) work days following receipt of the Step 3 grievance, the Executive Director or his/her designee shall meet with the aggrieved employee's representative to attempt to resolve the grievance.
 - c. The Executive Director shall respond in writing to the employee and his/her representative within seven (7) workdays following the Step 3 meeting. If the employee is not being represented by the Union, the Executive Director must send a copy of the Step 3 response to the Union within ten (10) workdays of the Step 3 meeting.
4. (Step 4).
- a. The Union may appeal an unresolved grievance to Arbitration after receipt of an unsatisfactory Step 3 Decision.

- b. The Union shall provide the Executive Director with written notice of its intent to arbitrate a grievance within twenty (20) workdays of receipt of the unsatisfactory Step 3 response.
- c. Only the Union can advance a grievance to arbitration except in the instance of disciplinary actions as described in Article 10, Section C. (e) 7.

Section E—Arbitration

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

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

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

2. *Hearing Site:* The DCHA shall provide the hearing site, which must be agreeable to both parties. If any additional costs are involved, they shall be borne equally by the parties.
3. *One Grievance:* The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to consolidate grievances or in the case of expedited grievances.
4. *Informality:* The arbitration hearing shall be informal and the rules of evidence shall not strictly-apply.
5. *Hearing Closed:* The hearing shall not be open to the public or persons not immediately involved.

6. *Sequester*: Witnesses shall be sequestered at the request of either party.
7. *Record*: Either party has the right to record the hearing and to have a verbatim stenographic record made at his/her own expense. The expense may be shared upon mutual agreement.
8. *Statement of Issues*: The parties shall attempt to submit a joint statement of the issue or issues to the arbitrator.
9. *Witness Lists*: The parties shall exchange witness lists either orally or in writing prior to the date the hearing is commenced.
10. *Written Award*: The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later.
11. *Arbitrator's Jurisdiction*: The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award to the issue(s) presented.
12. *Remedies*: The arbitrator shall have the full authority to award appropriate remedies.
13. *Binding Arbitration*: The arbitrator's award shall be binding upon both parties.
14. *Fees and Expenses*: A statement of the arbitrator's fee and expenses shall accompany the award. DCHA will bear seventy-five percent (75%) and the Union twenty-five percent (25%) of the Arbitrator's costs, fees and expenses. In the event that the Union declines to process a grievance regarding matters that were heretofore appealable to the Office of Employee Appeals, the employee shall have the option of arbitrating the dispute without Union representation and the DCHA shall bear the entire Arbitrator's costs, fees and expenses.
15. *Appeal*: Either party may appeal the arbitration award in accordance with the applicable law and regulations.

Section F—Scheduling Priorities

A grievance concerning a disciplinary action; reduction in force; performance ratings; erroneous employee payments; privacy and employee records management; or deciding the classification of a position; shall have scheduling priority. Unresolved grievances over disciplinary actions involving no more than a suspension for thirty (30) days or less shall be submitted for expedited arbitration.

Section G—Expedited Arbitration

The intent of expedited arbitration is to maximize expedition and minimize costs. When needed, the parties shall request expedited arbitration panels from the AAA or FMCS. The first available arbitrator shall be selected. Proceedings shall be informal. No briefs shall be filed or transcripts made. There shall be no formal rules of evidence. The hearing shall normally be completed in less than one day and the arbitrator shall hear as many grievances as possible within his/her scheduled date(s). Decisions shall, if possible, be issued from the bench, but shall be followed by the issuance of brief written award(s). Expedited arbitration awards shall not be considered as a precedent in any future case.

Section H—General Arbitration Rules

1. All time limits shall be strictly observed unless the parties mutually agree to extend said time limits.
2. The arbitration of grievances shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Witnesses shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, all bargaining unit employees entitled to be present shall be excused with pay for that purpose. An employee whose tour of duty is other than a regular work week shall have his/her tour of duty adjusted to be placed in a tour of duty status for any hearing at which he/she, has been called as witness.
3. If either party considers a grievance to be either substantively or procedurally non-grievable or non-arbitrable, that party shall so notify the other party prior to the date of the

hearing. Issues of procedural or substantive arbitrability raised in accordance with Section H. 3 of this Article shall be presented first at the arbitration hearing.

Section I—Back Pay Penalty

1. Payment of Awards/Settlements

Arbitration awards or settlements which involve back pay shall be paid within sixty (60) days of the date of the decision or settlement unless the decision or settlement requires a longer time or periodic payments. In the event DCHA is entitled to a credit for compensation earned by the employee while out, the sixty (60) days will begin when the Union has provided proof of the amount earned (e.g., a W-2 form or pay stubs) to DCHA. The payment shall be accompanied by a printout showing how the back pay amount was calculated.

2. Penalty

If the arbitration or settlement agreement is not paid within sixty (60) days of the date of the decision or settlement, DCHA shall incur penalty charges of five percent (5%) per year on the amount of the award, beginning on the sixty-first day after the award is made or the date of any settlement.

ARTICLE 10 DISCIPLINE

Section A—Applicability

The provisions of this Article apply to each bargaining unit employee of the DCHA, with the exception of probationary and temporary employees.

Section B—Definitions

Admonition—Any verbal warning, job discussion, counseling session, etc., indicating disapproval of a specific act, infraction or violation of policy, that is usually given by the employee's immediate supervisor or other appropriate management official.

Days—Workdays, unless otherwise specified.

Disciplinary Action—A reprimand, suspension, reduction in rank, grade or pay, or removal.

Nexus—A reasonable connection between the conduct of an employee and the ability of the employee to perform his or her job or the ability of DCHA to perform effectively.

Reduction in grade—An involuntary personnel action which changes an employee, while continuously employed, to a grade level with a lower representative rate.

Reduction in pay—An involuntary personnel action that reduces an employee's scheduled pay rate.

Removal—The involuntary separation of an employee for cause as defined in Article 10, Section C. 4.

Reprimand—A written statement that is usually issued by the employee's supervisor to censure an employee for a specific act or violation of one (1) or more of the causes set forth in the Table of Appropriate Penalties in Appendix A of this Agreement, but which does not impose a reduction in grade or pay, a suspension, or a removal.

Suspension—The placing of an employee in a temporary non-duty, non-pay status for cause.

Section C—Principles of Discipline

1. Administration.

- a. In the administration of this Article, a basic principle shall be that discipline shall be corrective in nature, rather than punitive.
- b. Except in cases of serious infractions that warrant immediate discipline, disciplinary actions must be progressive in nature.
- c. Disciplinary action(s) must be initiated promptly, and may not be issued more than forty-five (45) days from the date DCHA knew or should have known of the alleged offense.
- d. No employee may be reprimanded, suspended, reduced in rank, grade or pay, or removed (except by reduction-in-force) except for just cause. The causes for which a disciplinary action may be taken include, but are not necessarily limited to, the infractions or offenses as stated in the Table of Appropriate Penalties set forth in Appendix A of this Agreement.
- e. The Table of Appropriate Penalties provides a range of penalties appropriate for an offense. The DCHA shall not be restricted absolutely by the range of penalties as provided. An infraction or offence which is not listed may be the basis for a disciplinary action if it is shown

to be an instance of one or more of the causes listed in the Table of Appropriate Penalties, subject to the following:

- (1) When a disciplinary action is taken for Cause # 16, “ Other Conduct” or Cause #22, “Conviction of a Misdemeanor,” the disciplinary action shall be based on a finding that:
 - a. The employee engaged in the alleged conduct during duty or off-duty hours, when such evidence is relevant to assessing a penalty; and
 - b. The conduct would have or has had adverse impact on DCHA’s ability to perform effectively. Adverse impact shall be presumed for the on-duty conduct as stated in Causes # 1 to # 4.
- (2) In selecting the appropriate penalty to be imposed in a disciplinary action, consideration shall be given to any contributing mitigating or aggravating circumstances. The results of such consideration shall be in writing and shall be placed in the disciplinary action file.
- (3) DCHA shall insure that the employee, the employee’s representative(s), and witnesses shall have freedom from restraint, coercion, interference on or reprisal by the DCHA or its employees during the investigation, preparation and presentation of the employee’s appeal of a disciplinary action.
- (4) In showing that an employee’s conduct would have or has had adverse impact on DCHA’s ability to perform effectively DCHA must demonstrate nexus. Nexus which is relied upon must be set forth in the disciplinary action.
- (5) A conviction of a misdemeanor, a plea of guilty, a finding of guilt, or a conviction following a plea of nolo contendere shall constitute prima facie evidence of the elements of the misdemeanor. If the employee disputes the evidence used by the DCHA, the burden of proof then rests with the employee against whom the action is proposed, based upon a preponderance of the evidence, to

show that he or she did not engage in the conduct which resulted in the conviction, finding of guilt, or plea.

- (6) Except as provided in Section D. 2. A. (2) of this Article, a disciplinary action, shall not be cited after three (3) years from the effective date of the action, unless an arbitrator, the Executive Director, a court of competent jurisdiction, the Office of Human Rights, or other competent tribunal orders that the action be removed prior to three (3) years.
- (7) Bargaining unit employees have the right to grieve disciplinary actions taken for cause through the grievance procedure set forth in Article 9 of this Agreement, which is the exclusive appeal procedure for DCHA bargaining unit employees. If the Union declines to process the grievance to arbitration under the provisions of Article 9, the employee has the right to have the grievance heard by an arbitrator and the DCHA shall bear the arbitrator's costs, fee and expenses.
- (8) The material upon which a disciplinary action is based, and which is relied upon to support the action, including witnesses statements, documents, and reports of investigations or extracts there-from, shall be assembled and given to the employee and the employee's representative, along with the disciplinary action. Material which cannot be disclosed to the employee, the employee's representative, or the employee's designated physician shall not be used to support the disciplinary action. The disciplinary action shall inform the employee of his or her right to file a grievance in accordance with the provisions of Article 9 of this Agreement. A copy of the disciplinary action and all supporting documents shall be provided to the Union on or before the date that it is provided to the employee.
- (9) (a) Time limits for filing a grievance appeal in response to a disciplinary action shall begin

on the effective date of the disciplinary action in accordance with Article 9, Section C 1 A (2).

- (b) Disciplinary actions shall be served on the employee either in person or by certified or registered mail, return receipt, or by another commercial delivery service that provides for proof of service. A copy of the proof of service shall be provided to the Union upon receipt.
- (10) The employee to whom the disciplinary action is issued shall be asked to acknowledge its receipt. If the employee refuses to acknowledge receipt, an appropriate written statement, signed by a witness, may be used as evidence of service. If the employee is not in a duty status, the disciplinary action shall be sent to the employee's last known address, recorded in the employee's Official Personnel File (OPF), by certified or registered mail, return receipt requested. If the employee who receives a disciplinary action is in a pay status, the employee shall be entitled to a reasonable amount of official time, not to exceed ten (10) hours of official time, to assist the employee's representative with preparation of a grievance in defense of the disciplinary action.
- (11) When an employee against whom a disciplinary action does not request Union representation, the employee shall have the right to be accompanied, represented, or advised by an attorney, or another representative of his or her choice in the preparation and/or presentation of the employee's grievance response to the disciplinary action.

Section D—Admonitions and Discipline

1. Admonition

- a. If reason exists to admonish an employee for a minor infraction, the admonishment must be given in private in order to avoid unnecessary embarrassment to the employee and/or others. An admonition is generally issued by the

employee's immediate supervisor and advises the employee that future violations of a same or similar nature may result in disciplinary action.

- c. An admonition is not a disciplinary action and is not included in the employee's Official Personnel or Disciplinary Record.
- d. An admonition is not grievable and may not be cited in subsequent disciplinary actions, except that an admonition may be used as evidence to rebut an employee's assertion that he or she did not receive a warning or corrective guidance prior to a disciplinary action.
- e. The employee may respond in writing to the admonition, which shall be made a part of any record kept by the supervisor.

2. Discipline

a. Reprimand

- (1) A reprimand may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C 1 (e) 8 of this Article.
- (2) A reprimand shall be considered a prior offense and may be cited as prior disciplinary record within two (2) years of the effective date of the reprimand unless an arbitrator, the Executive Director, a court of competent jurisdiction, the Office of Human Rights orders removal of the action prior to two (2) years.
- (3) A reprimand is grievable in accordance with the provisions of Article 9, Section C 1 A of this Agreement.

b. Suspension of Fourteen (14) Calendar Days or Less

- (1) A suspension of fourteen (14) calendar days or less may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the

official record, and shall be provided to the employee and the employee's representative in accordance with Section C 1 (e) 8 of this Article.

- (2) The employee against whom a suspension in accordance with item (1), above, is initiated shall be served with written notice of the charges and shall be informed that he or she will be suspended after fifteen (15) calendar days. The employee shall remain on the job or shall be in a paid leave status, at the option of the Employer, for fifteen (15) calendar days prior to the first day of the suspension.

c. Suspension of More Than Fourteen (14) days

- (1) A suspension of more than fourteen (14) calendar days may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C, 1, (e), 8, of this Article.
- (2) The employee against whom the disciplinary action is initiated shall be served with written notice of the charges and shall be informed that he or she will be suspended after thirty (30) calendar days. The employee shall remain on the job or shall be in a paid leave status, at the option of the Employer, for thirty (30) calendar days prior to the first day of the suspension.

d. Removal

- (1) Except as provided in Section E of this Article, a removal may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C, 1, e, (8), of this Article.
- (2) The employee against whom the removal action is initiated shall be served with written notice of the charges and shall be informed that he or she will be removed

after thirty (30) calendar days. The employee shall remain on the job or shall be in a paid leave status, at the option of the Employer, for thirty (30) calendar days prior to the effective date of the removal.

- (3) Employees subject to removal under these provisions shall be allowed to contact the union office prior to removal from the work place.
- (4) When an employee is immediately removed from the work place, the Union shall be informed in writing regarding the reasons at the time of removal from the work place.

e. Reduction in Grade or Reduction in Pay.

- (1) Reduction in grade or pay not be issued unless it has been reviewed and approved by the Director of Human Resources. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C, 1, (e), 8, of this Article.
- (2) The employee against whom the reduction in pay or grade is initiated shall be served with written notice of the reduction in pay or grade and shall be informed that the reduction in pay or grade will occur after thirty (30) calendar days.
- (3) Documentation of the reason(s) used to substantiate the reduction in pay or grade shall be provided to the employee and the employee's representative.
- (4) Reduction in pay or grade may be grieved in accordance with the provisions of Article 9 of this Agreement.

Section E—Emergency Procedures

1. Exceptions may be made to the notice requirements in Section D. 2. b. 2, Section D. 2. c. 2 and Section D. 2. d. 2 of this Article when the employee's conduct constitutes an immediate hazard to DCHA, to the employee concerned, to other employees, or to the detriment of public health, safety or welfare. In such circumstances, a written determination of the employee's alleged conduct shall be prepared

and shall be provided to the employee and the employee's representative, along with all supporting information and documentation, within fourteen (14) calendar days.

2. If, under the circumstances described in Section E 1, the employee's alleged infraction involves criminal conduct and is under active police investigation or prosecution, the employee may be immediately suspended by authorization of the Executive Director, and
 - a. The employee shall be advised of his or her right to Union representation, or to be represented by an attorney or other representative of choice.
 - b. Within five (5) calendar days of the effective date of the emergency suspension, the employee and the employee's representative shall be provided with a written statement of the reason(s) for the emergency suspension.
 - c. A grievance may be filed in defense of an emergency suspension within twenty (20) calendar days of placement in an off duty, non-pay status. The grievance shall be in compliance with the provisions of Article 9, Section D, 2, a, (1) (2) and (3). The grievance shall not require the signature of the employee, it shall require the signature of the Union President.
3. If, under the circumstances described in Section E 1, the employee's conduct does not involve allegation(s) of criminal activity, the employee may be immediately suspended by authorization of the Executive Director, and
 - a. The employee shall be advised of his or her right to Union representation, or to be represented by an attorney or other representative of choice.
 - b. Within five (5) calendar the Employer shall suspend, remove, or return the employee to duty or to pay status, at the Employer's option.
 - c. Suspension or removal notices issued under these procedures shall comply with the provisions of Section C and E of this Article.
 - d. A grievance may be filed in defense of an emergency suspension issued under these provisions within twenty (20) calendar days of receipt of the suspension or

removal notice. The grievance shall be in compliance with the provisions of Article 9, Section D, 2, a, (1) (2) (3) (4) and (5).

ARTICLE 11

LABOR-MANAGEMENT COOPERATION

Section A—Labor-Management Committee Meetings

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

Section B—Composition and Business of Committee

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

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

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

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

Section C—Official Time for Union Attendance

The Union's appointees to the Labor-Management Committee shall be granted official time to attend the above-described meeting when the conferences occur during the regular working hours of the employees. To the extent possible, the Union

shall notify the DCHA at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of an appointed member.

Section D—Attendance of Other Persons

Each party may have other persons attend meetings, including appointed members of the committee who are not employees of the DCHA. However, such representatives shall not exceed two (2), unless otherwise mutually agreed upon.

Section E—Summary

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

ARTICLE 12

EMPLOYEE LISTS AND INFORMATION

Section A Information Provided by DCBA

Within thirty (30) days after the effective date of this Agreement the DCHA will provide the Union with separate lists of all employees in the bargaining unit and in the excluded categories described in Article 1. The list shall include the following information:

1. Name;
2. Job title, series and grade;
3. Responsibility Center Code;
4. Service Computation Date;
5. Not to exceed dates for term employees;
6. Type of appointment and status.

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

Section B—Information Provided to Union

The Union shall receive the following information:

1. A list of new hires, separations, transfers, reassignments, and details in excess of sixty (60) days, to be provided quarterly;
2. EEO Reports, as they are printed; and
3. Merit Staffing Vacancy Announcements, as they are posted.

Section C—Position Descriptions

1. Within thirty (30) days of execution of this Agreement the DCHA shall provide the Union with an approved, standardized copy of the position description for each job category in and outside the bargaining unit.
2. Changes to established position descriptions and newly created position descriptions shall be provided to the Union prior to implementation.

Section D—Decertification of Bargaining Unit Positions

The DCHA shall notify the Union immediately if any bargaining unit position is decertified from the bargaining unit.

Section E—DCHA Administrative Updates

The DCHA agrees to provide the Union with a copy of updates and changes to the DCHA administrative issuances which affect working conditions and/or the compensation of bargaining unit employees, as they are issued. The DCHA recognizes its obligation to provide advance notice of any proposed changes in working conditions not already covered by this Agreement.

Section F—Reorganization/Realignment

The DCHA will notify the Union of reorganization/realignment plans within the DCHA prior to implementation.

Section G—Requests for Information

Upon request by the Union, DCHA shall provide all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or continue processing of a grievance.

ARTICLE 13

FACILITIES AND SERVICES

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

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

ARTICLE 14

BULLETIN BOARDS

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

ARTICLE 15

SAFETY, HEALTH, AND COMFORT

Section A—Responsibilities

The DCHA shall provide employees with reasonably safe and healthful working conditions, in accordance with applicable District and Federal workplace safety and health laws. The

DCHA shall ensure the implementation and enforcement of all applicable District and Federal health and safety laws, rules and regulations. Employees are responsible for performing their duties in a safe manner.

Section B—CPR Training/First Aid

The DCHA shall offer training in cardiopulmonary resuscitation (CPR) and first aid, at no expense to the employee. The DCHA shall provide first aid kits that shall be readily available to all DCHA employees at their worksites and shall be in each DCHA emergency vehicle. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union, shall be posted in employee work areas, and shall be included in the DCHA's telephone book.

The DCHA and the employees will cooperate in ensuring that all first aid kits are maintained properly.

Section C—Restrooms, Shower Rooms, etc.

The DCHA shall provide and maintain clean, sanitary and stocked restroom facilities for all employees. Shower rooms and related facilities shall be repaired and maintained in good condition.

Section D—Asbestos and/or Other Hazardous Substances—Notification and Removal

1. The DCHA shall make every effort, within a reasonable period of time, to remove asbestos from all worksites as required by law. The DCHA shall provide a list of worksites that are known or suspected to have asbestos to the Union. Employees who are known to have been exposed to asbestos shall be entered into a medical monitoring program aimed at early detection of physical problems related to asbestos.
2. The DCHA agrees to provide to potentially exposed bargaining unit employees and the Union all information available to the DCHA concerning hazardous substances.
3. A list of all chemicals used by the DCHA along with their generic names shall be provided to the Union on an annual basis and when use of a hazardous substance is

discontinued or use of a new substance is initiated. Such listing shall indicate chemical use by work area.

4. Within budgetary limitations, emergency shower facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

Section E-Safety, Safety Equipment and Procedures

1. The DCHA agrees to maintain the workplace and its equipment in good condition. Deficiencies in this area shall be identified and corrected.
2. (a) The DCHA shall acquire, maintain, and require employees to use safety/protective equipment to protect them from hazardous conditions encountered during the performance of official duties.

(b) The Union may recommend new protective clothing and equipment and modifications to existing equipment for consideration by the DCHA. The Union shall also be consulted prior to purchase of major new equipment and/or devices impacting upon working conditions and/or personnel.
3. (a) The Union agrees to promote safety and encourage employees to follow safety procedures.

(b) The Union and the DCHA shall make every effort to prevent accidents. If accidents occur, the prime consideration will be the welfare of the injured employee. In an emergency the DCHA shall promptly contact the appropriate emergency response authority. (e.g. DCHAPD, DCEMS, DCMPD, etc.) As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or his/her coworkers. The supervisor must report injuries to the Office of Risk Management.
4. The DCHA shall prepare and post instructions for evacuation of all DCHA work sites in case of emergency.
5. (a) The DCHA agrees to take such steps as are necessary to ensure the safety of employees who are required to work alone and will immediately implement security/safety measures affecting these employees.

- (b) DCHA shall ensure that these procedures are known and followed by all employees.
- (c) The DCHA agrees to revise and/or implement security/safety measures for the protection of employees, as needed.
- (d) Continuous review of security/safety measures shall be the joint responsibility of the DCHA and the Union.
- (e) The DCHA and the Union mutually recognize the need for protection of employees from assault and intimidation at the workplace and will work cooperatively to obtain appropriate protective measures.

Section F—Weather Conditions

In the event of excessive temperature or equipment failure, nonessential employees may be reassigned or released in accordance with DCHA procedures. For purposes of determining excessive temperatures which will warrant the release of nonessential employees, the following shall be a temperature and humidity reference guide:

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

During extreme weather conditions, the DCHA agrees that adversely affected nonessential employees working inside buildings where the temperature is eighty seven (87) degrees or higher or fifty (50) degrees or lower for four (4) consecutive hours, as verified by the Union and Human Resources, shall be dismissed or relocated, at the option of the DCHA.

During periods of severe weather the Executive Director may, after consideration of information from the U.S. National Weather Bureau and or other appropriate sources, determine that nonessential employees who are required to work outside shall not be required to perform those duties

Section G—Maintenance of Vehicles

Employees shall promptly report all defective equipment and/or deficiencies in maintenance of vehicles to the appropriate supervisor for corrective action. DCHA employees shall not be required to drive or be a passenger in any DCHA vehicle that has a serious safety deficiency. DCHA vehicles shall be subject to District of Columbia safety inspection at the prescribed time(s).

Section H—Reporting Unsafe Conditions

1. When an employee identifies what he/she believes to be in an unsafe or unhealthy working condition, the employee shall notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate corrective action.
2. DCHA employees shall not be required to perform duties in unsafe and/or unhealthy working conditions, however the supervisor may require the employee(s) to perform their duties in another work area or to perform other duties outside the affected area until the unsafe and/or unhealthy condition is abated.
3. Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthful working condition or practice, assisting in the investigation of such conditions, or for participating in any occupational safety and health program and activities.

Section I—Safety Committee and Safety Inspections

A Union and Management Safety Committee shall be established. The Executive Director shall appoint up to three (3) representatives and the Union shall appoint up to three (3) representatives, one of whom shall be DCHA's Safety Officer. One Union and one DCHA representative shall serve as co-chairpersons. The Committee shall:

1. Meet once each month, or at the call of either co-chairperson, to review special conditions which may develop.
2. Conduct safety inspections, which shall be done at all regional properties, except Scattered Sites, at least every six (6) months, and shall make joint recommendations to the appropriate administrator through the Safety Officer.

3. Coordinate the development and conduct of appropriate health and safety training programs.
4. Consult with and render assistance to the DCHA Safety Officer upon request. When the DCHA is aware of a workplace inspection or investigation, which is conducted by a DCHA safety representative or by an outside agency, such as the Federal or District of Columbia Occupational Safety and Health Administration (“OSHA”) or the National Institute of Occupational Safety and Health in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity to participate. During the course of any such inspection or investigation, any employee may bring to the attention of the representative any unsafe or unhealthful working condition.

Section J—Accident and Injury Reports

1. The DCHA is responsible for providing injured employees with information regarding proper accident reporting forms and for helping employees complete accident reports and workers compensation forms.
2. The Safety Officer shall provide a copy of the monthly report of on-the-job injuries which is submitted to the District of Columbia Department of Employment Services and/or Office of Occupational Safety and Health to the Union. The Safety Officer shall promptly notify the Union president in the event of an on-the-job death.

Section K—Employee Lunchroom

Within space limitations, the DCHA agrees to provide an employee lunchroom or other appropriate space at the main offices and at other DCHA facilities, which may be used by employees during their lunch periods.

Section L—Fitness for Duty

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

ARTICLE 16

REASSIGNMENTS

Section A—Notice of Reassignments

Except in emergency circumstances, if any employee is to be reassigned, he/she will be given advance notice of the reassign-

ment, including an explanation related thereto. If reassignment involves relocation to a different facility or building, DCHA will provide at least five (5) working days notice.

Section B—Punishment or Retaliation in Reassignment Prohibited

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

Section C—Reassignment of Union Officials

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

Section D—Employee Requests for Reassignments

Employees requesting reassignments or transfers within the same organizational unit or to other organizational units shall submit a request in writing, inclusive of the supportive reasons, to their supervisor. If denied by the immediate supervisor, the request may be appealed through the appropriate levels of supervision up to the Executive Director. Responses to the requests shall be issued at each level within two (2) weeks.

ARTICLE 17

UNIFORMS

Section A—Uniforms and Protective Clothing

1. The DCHA shall provide uniforms as listed at item 1. a. and b., of this Article to all wage grade and District Schedule employees whose duties require uniforms. Employees who have been issued uniforms are required to wear those uniforms while on duty.
 - a. Maintenance Workers (& RW)
 - 5 pairs of work pants
 - 5 work shirts, long sleeve
 - 5 work shirts, short sleeve
 - 2 pairs, coveralls
 - 1 pair, insulated coveralls
 - 1 pair, frigid weather coveralls

- 1 pair, work boots with fiberglass inserts
 - 2 pairs, welder's boots for welders
 - 1 work jacket
 - 1 frigid wear work jacket
 - 1 summer wear work cap
 - 1 winter wear work cap
 - 1 set, rain gear (hat, jacket, pants, and boots)
- b. District Schedule Workers Who Are Required To Work Outside
- 1 summer cap
 - 1 winter cap
 - 1 frigid weather work jacket
 - 1 set, rain gear (hat, jacket, pants, and boots)
 - 1 pair boots for DMA (fiberglass inserts)
2. Replacement uniforms will be provided only when the worn ones are returned to the DCHA.
 3. Employees who terminate their employment are required to return their uniforms prior to receiving their final paycheck.
 4. If the DCHA determines that protective clothing is required for performance of specific duties, such items shall be provided by the DCHA. If protective clothing is provided, it must be worn.
 5. In its determination of whether or not protective clothing is required for an employee's duties, DCHA shall follow the appropriate OSHA safety standards as well as any other applicable laws, rules and regulations.
 6. Employees required to work outside shall be furnished with appropriate protective clothing which is suitable for the weather conditions in which they are required to work, such as rainwear, frigid weather clothing, etc.,
 7. Within six (6) months of execution of this Agreement, the DCHA and the Union shall establish a Uniform and Protective Clothing Committee to review and make recommendations to the Executive Director or his/her designee, regarding uniforms and protective clothing. The Uniform and Protective Clothing Committee shall have two (2) members appointed by the Executive Director and two (2) members appointed by the Union President.

ARTICLE 18

TOOLS

Section A—Issuance and Replacement of Tools

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

Section B—Maintenance of Tools

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

ARTICLE 19

HOURS OF WORK

Section A—Work Hours

Normal working hours for all full-time employees are between the hours of 8:15 a.m. and 4:45 p.m., Monday through Friday.

Section B—Notification of Change of Tour of Duty

To the extent possible, employees and the Union shall be notified ten (10) work days in advance of any permanent or long term (i.e. six (6) months or longer) change in their scheduled tour of duty.

Section C—Changes Under Sections A & B

Changes proposed or made under the provisions of Sections A & B are subject to mandatory negotiation with the Union.

Section D—Staff Meetings

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

Section D—Alternative Work Schedules

The Union and DCHA (the Parties) may jointly determine that Alternative Work Schedules (AWS) within a specific work area may best serve the needs of DCHA and affected employees. AWS may be established by agreement between the Parties in accordance with the Memorandum of Understanding Between the Parties Regarding Alternative Work Schedules which is incorporated into this Agreement by reference.

ARTICLE 20

USE OF PRIVATE VEHICLES

Section A—DCHA Provision of Transportation

1. DCHA shall provide, within budgetary limitations, vehicles for the use of employees who need transportation to perform their duties.
2. DCHA recognizes its responsibility to provide transportation for employees to perform their duties. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee shall have the right to elect to use his/her privately owned vehicle (POV).

Section B—Use of Private Vehicle

If an employee elects to use his/her POV to perform his/her duties, the DCHA shall reimburse the employee for mileage at the rate established between DCHA and the Union, consistent with analogous Federal government regulations on the use of a POV.

Section C—Inoperable Vehicles

An employee whose POV is rendered inoperable during the course of official duties shall be granted reasonable time, upon

notification to the supervisor, to make minor repairs or get the vehicle to a garage and return to DCHA.

Section D—Transportation Expenses

Employees shall be reimbursed in accordance with DCHA rules and regulations for the following expenses incurred during the performance of official duties for the DCHA with a government or POV;

1. Parking fees;
2. Tolls; and
3. Parking tickets incurred through no fault of the employee: provided that employees shall obey all parking and traffic laws in the performance of their duties on behalf of the DCHA.

ARTICLE 21

EMPLOYEE ASSISTANCE PROGRAM

Section A—Employee Assistance Program

The DCHA Employee Assistance Program (“EAP”) is designed to provide confidential and professional assessment, counseling, and referral services for DCHA employees who are experiencing personal problems that impair or have the potential to impair their work performance. The program shall offer services for alcohol and drug abuse, emotional/stress and related problems. The parties acknowledge that the early identification, documentation, and referral of an employee for help can result in improved job performance and employee morale. Participation in the EAP shall not be used to harass an employee, or to treat an employee in a disparate manner. An employee’s participation in the EAP is not mandatory. However, if the employee refuses to participate in the EAP, then the DCHA may proceed to initiate and/or implement disciplinary action, as warranted. This Article shall be implemented in full compliance with the ADA.

Section B—Eligible Participants

All employees shall be allowed to participate in the EAP. The DCHA shall pay the full cost of the program. Employees shall be provided up to six (6) face-to-face counseling sessions per problem with the EAP provider, to address behavioral, emotional or physical problems.

Section C—Types of EAP Referrals

1. *Self-Referral*. This type of referral occurs at the employee's own initiative when the employee recognizes the need for assistance and consults with the EAP before or when job performance and/or attendance becomes a problem. The employee may make a self-referral without the DCHA's knowledge or consent. The employee's EAP records or record of participation shall not be independently released to the DCHA. In cases where an employee is seeking some accommodation from the DCHA, such as a change in work schedule, advance sick leave, etc., to complete an EAP program, the DCHA may request confirmation by the EAP provider of the employee's appointment and/or attendance.
2. *DCHA Referral*. This type of referral shall be initiated by a supervisor, manager or the Human Resources Department when Management recognizes that there are serious performance problems and refers the employee to the EAP. Not all attendance or performance problems should be referred to the EAP. A referral should only be made in cases where poor job performance and/or attendance problems continue after the employee has been counseled by his/her supervisor regarding performance and/or attendance issues. During counseling, the employee shall be informed of the expectations for improvement and shall be given a reasonable time to improve. The employee's record of compliance and participation in the EAP shall be released to the DCHA only with the employee's consent.

Section D—Disciplinary Actions and EAP

As a part of its consideration of a proposed disciplinary action, the DCHA shall consider whether the EAP might assist the employee to improve work performance and/or attendance. However, a referral to the EAP is not a prerequisite to the DCHA's addressing performance and/or attendance problems through appropriate disciplinary action. The DCHA may hold implementation of a proposed disciplinary action in abeyance if an employee accepts DCHA's referral to the EAP, complies with recommendations of the EAP, and improves job performance and/or attendance. The employee shall be given a reasonable amount of time to improve job performance and/or attendance.

If the employee demonstrates consistent and sustained improvement in job performance and/or attendance for a reasonable period of time, the disciplinary action that is held in abeyance shall be rescinded. If the employee's attendance or work performance does not improve within a reasonable time, the pending disciplinary action may be invoked in accordance with Article 9 of the Agreement.

Section E—Use of Leave

Self-Referred employees may use any accrued annual leave, sick leave, earned compensatory time, leave without pay, as appropriate. Employees may request advanced sick leave for purposes of compliance with EAP recommendations. Should the employee choose to inform his/her immediate supervisor or his/her designee of the initial appointment with the EAP, the supervisor or his/her designee, at his/her discretion, may grant two (2) hours of administrative leave for the initial appointment. For subsequent appointments, employees may use any accrued annual leave, sick leave, earned compensatory time, leave without pay or advance sick leave, as appropriate.

Section F—Counsel by the Union

The Unions shall be provided an opportunity to counsel employees at the request of the employee or the employee's supervisor. Any information on the EAP provided to employees shall include information on their right to contact their Local Union representative.

Section G—Confidentiality

Inquiries by employees or referrals to the EAP shall be kept in strict confidence by supervisors, managers, and employees. The parties agree that breaches of the confidentiality of an employee's participation in the EAP may be cause for discipline. All records pertaining to an employee's participation in the EAP shall be kept in confidential files in the DCHA's Human Resource Department, separate from the employee's official personnel files.

Section H—Training and Education Awareness Program

All DCHA managers and supervisors shall participate in a specialized EAP training program designed to educate Management officials on the identification, documentation, consultation and referral of employees needing EAP assistance. The DCHA

shall conduct an employee EAP education and awareness program for all employees.

ARTICLE 22

TENURE

Section A—Probationary and Evaluation Period

Career and term employees shall initially serve a six (6) month probationary period, during which time employees may be terminated without cause. Probationary employees shall be evaluated immediately after completion of the third month of employment. The evaluator shall share with the employee information regarding the employee's progress and/ or ways to improve his/her chance to reach career status at DCHA. The three (3) month evaluation shall be put into writing and shall be placed in the Official Personnel File of the employee. A copy of the written evaluation shall be provided to the employee.

Section B—Career Employees Right to Apply For Vacant Positions

Upon satisfactory completion of the six (6) month probationary period, career employees shall be eligible to apply for vacant full time positions for which they are qualified.

Section C—Conversion of Term and Temporary Employees

Employees who have occupied a temporary or term position(s) for at least six (6) months and who have performed at a satisfactory level shall be considered for the first position, for which they are qualified, that remains vacant after posting in accordance with Article 28, Section C.

ARTICLE 23

TRAINING, CAREER DEVELOPMENT AND UPWARD MOBILITY

Section A—Employee Development and Affirmative Action

Consistent with employee development and Affirmative Action Program guides, it is the DCHA's intention to provide training and career development opportunities for bargaining unit employees for the purpose of developing and maintaining their

skills so that they may perform at their highest possible levels of their positions and advance in accordance with individual potential and abilities.

Section B—Career Development Plans

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

Section C—Training and Educational Opportunities

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

Section D—Labor Management Committee Responsibility

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

1. Review existing policies and practices, with respect to training and career development and recommend changes in existing programs;

2. Recommend the adoption of new programs, policies and practices; and
3. Review and offer comments on programs proposed by the DCHA.

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

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

ARTICLE 24

PERFORMANCE EVALUATIONS

Section A—Performance Rating Plan

The parties agree that the performance rating plan in effect under the predecessor Agreement will remain in effect until such time as a new Performance Management System plan is established, within six (6) months after negotiations with the Union. A sub-committee of the Labor Management Committee will be responsible for the development and recommendation of the Performance Management System to the Executive Director for approval.

Section B—Notification of Duties and Responsibilities

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

Section C—Fair and Objective Evaluations

The DCHA recognizes its responsibility to assure employees fair and objective evaluations. The DCHA agrees to discuss work deficiencies with employees when observed and to advise the employee on ways of improving performance.

Section D—Employee Discussion with Supervisor

At the time that an annual performance rating is given, the responsible supervisor will discuss with the employee, areas of potential development and improvement, including employee's performance under the DCHA's Performance Management System, and any work plans, in effect at the time the rating is issued.

ARTICLE 25

PERSONNEL FILES

Section A—Official Personnel File

The Official Personnel Files ("OPF") of all employees in the bargaining unit covered by this Agreement shall be maintained by the DCHA's Director of Human Resources Department ("HRD").

Section B—Employee Examination of OPF

Employees shall have the right to examine the contents of their OPF. Upon request, in accordance with procedures issued by the HRD, employees shall have the right to obtain copies of any official documents contained in their OPF.

Section C—Union Representative's Review of OPF

Upon consideration of written authorization by an employee, the Union representative may examine an employee's OPF and make copies of materials placed in the employee's OPF.

Section D—Confidential Information

DCHA shall keep all records of arrests from the Metropolitan Police Department, fingerprint records, and other confidential reports in a confidential file apart from the OPF. No person shall have access to the confidential file without authorization from the Director of HRD.

Section E—Access Card

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

Section F—Additions and Deletions

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

Section G—Notice of Changes

Employees are responsible for notifying the HRD of any changes in personal data, i.e., personal mailing address, telephone number, marital status, number and names of dependents, and individuals to be contacted in the event of an emergency.

ARTICLE 26

DETAILS AND TEMPORARY PROMOTIONS

Section A—Details

1. A “detail” is the temporary official assignment of an employee to a different position for a specified time period with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall, at all times, be considered the incumbent of his/her regular position.
2. Details shall be made in accordance with this Agreement and will be used for meeting temporary needs of the DCHA’s work program and for on-the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission, or organization, unanticipated absences, or to complete special projects.
3. When an employee is detailed to a higher graded position for more than sixty (60) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the sixty-first (61) day.
4. For details in excess of thirty (30) days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee’s official personnel file.
5. For details in excess of sixty (60) days, the employee’s performance in the position to which he/she has been detailed shall be evaluated (including a rating) by the detail supervisor; the detail evaluation shall be included in the employee’s official personnel file.

6. Details shall not be made as a means of retaliation or punishment.

Section B—Temporary Promotions

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

ARTICLE 27

POSITION MANAGEMENT AND CLASSIFICATION

Section A—Written Position Description

Each position covered in the bargaining unit that is in existence or is established or changed must be accurately described in writing and shall be classified to the proper occupational title series, schedule, and grade.

Section B—Position Description Provided Upon Assignment

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

Section C—Updated Position Descriptions

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

Section D—Other Related Duties

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

Section E—Equal Pay for Equal Work

The parties agree that the principle of equal pay for substantially equal work shall be applied to all position classifications and personnel actions in accordance with the relevant District of Columbia law.

Section F—Access to Chart

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

ARTICLE 28

MERIT STAFFING

Section A—Purpose

1. In order to insure that all recruitment, hiring and merit promotion principles are applied in a consistent and equitable manner all such personnel actions shall be the responsibility of the Human Resources Department in the Central Office.
2. All employees are hired, assigned, transferred, promoted, upgraded, and compensated solely on the basis of merit, ability, job performance and seniority if applicable. To the maximum possible extent, promotions to vacant positions will be made from within the Authority and shall be based solely on merit, skill, ability, and previous job performance.
3. All selections shall be based on objective, job-related selection criteria and shall be made without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation, or Union activity.

Section B—Merit Staffing Plan

The parties agree that the Merit Staffing Plan in effect under the predecessor Agreement will remain in effect until such time as a new Merit Staffing Plan is established, after negotiations with the Union.

Section C—Posting Vacancies

DCHA agrees that all vacancy announcements shall be posted for application by DCHA employees for a period of at least ten (10) work days prior to the expiration date throughout the DCHA. When a vacant position cannot be filled by a DCHA employee, the position may be posted to applicants from the public for a minimum period of ten (10) work days or until the position is filled. Such announcements shall provide a synopsis of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. The Union President or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections, or amendments.

Section D—Executive Director's Approval

No persons, including DCHA residents, recruited for a specific employment vacancy may begin nor may anyone be hired and placed on the DCHA payroll without the written approval of the Executive Director.

Section E—Hire From Within

1. Vacant positions shall be posted for application to current DCHA employees. Vacancies shall be filled by the best qualified applicant. Among applicants who are essentially equally qualified, seniority shall be the determining factor in the selection of the successful applicant. When a vacant position cannot be filled by a DCHA employee, the position shall be advertised to the public and may be filled by applicants who are not currently employed by DCHA.
2. If the selecting official chooses an applicant other than the senior qualified applicant, the reason(s) for doing so must be put into writing and must be provided to the Union and the affected employee(s) upon request.

Section F—Updating Personnel Information

1. DCHA's Office of Human Resource Management shall be responsible for updating the official job descriptions

and maintaining the correct salary scales and position titles, and for coordinating the recruitment and selection process.

2. When an existing position is changed or reclassified, the Union shall be notified prior to implementation of the change and or promotion of the affected employee(s).

Section G—Verification

The Authority reserves the right, at any time, to verify the accuracy of former employment. The DCHA may review police reports, personal references, and any other verifications. Any dishonesty or falsification in completing the application will be grounds to disqualify the individual for hire or will be a basis for terminating an employee's service with the DCHA.

Section H—Interviews

If the selecting official interviews one (1) candidate, he/she shall interview all candidates. Interviews must be job-related, reasonably consistent, and fair to all candidates

ARTICLE 29

CONTRACTING OUT

Section A—Generally

The parties recognize that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the DCHA and the Union. Accordingly, DCHA shall contract out work normally performed by bargaining unit employees only when it will not result in the displacement of current employees or when, despite training and corrective measures involving both management and employees, a unit, department, or specialized function is unable to carry out its assigned functions and is thereafter eliminated. DCHA does not anticipate the contracting out of any properties beyond those disclosed to the Union to date.

Section B—Information, Consideration of Union Views

When bargaining unit employees will be adversely impacted by contracting out what was heretofore considered bargaining unit work, the DCHA shall consult with the Union forty-five

(45) days prior to the final action, except in emergencies. At, or before the time of consultation regarding the impact of the action, the DCHA agrees to provide the following information to the Union:

1. The DCHA's assessment of the effect of the contracting out upon employees;
2. The DCHA's assessment of whether it will be able to offer alternative employment to any affected employees;
3. The DCHA's assessment of employment opportunities that may be available with the contractor for qualified employees;
4. The DCHA's assessment of the economic impact of the contracting out upon the operations of the DCHA.

Section C—Union Recommendations

The Union shall have full opportunity to make recommendations regarding ways to minimize the impact and effect upon the bargaining unit to the Executive Director. The Union's recommendations shall be considered and if the contracting out initiative is not withdrawn, the Executive Director shall provide written notice to the Union regarding the reasons for proceeding with the contract. The DCHA will encourage all operators of contracted out properties and contractors performing services to be contracted out to make bona fide offers of employment to qualified DCHA employees who will be affected by contracting out.

ARTICLE 30

BENEFITS

Section A—Benefits Committee

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), (hereinafter collectively referred to as "the parties") agree to establish a Benefits Committee for employees of the DCHA.

The Benefits Committee shall consist of two (2) representatives appointed by DCHA's Executive Director and two (2) representatives appointed by the president of the Union. An expert in Employee Benefits will be invited to attend meetings, as needed.

The purpose of the Benefits Committee shall be to:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical, and Dental Insurance Plans for DCHA.
2. Recommend changes and enhancements in Health, Optical, and Dental benefits for DCHA employees.
3. Explore issues concerning the workers' compensation system that affects DCHA employees.
4. Discuss and explore other benefit programs to determine the extent to which they impact DCHA employees.

NOTE: Employees should contact the Human Resources Office to address their personal benefits concerns.

Section B—Life Insurance

1. Life insurance is provided to DCHA employees in accordance with Section 1-622.01 et seq. of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.
 - a. District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.
 - b. District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those excluded by law or by rule and regulation.
 - c. The DC and US Codes cited in (a) and (b) above are applicable to DCHA employees.

The current life insurance benefits for employees hired on or after October 1, 1987 are: 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. DCHA 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.

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

Section C—Health Insurance

1. Pursuant to D. C. Official Code §1-621.02 (2001 Edition), all employees covered by this Agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by DCHA.
 - a. Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the DCHA, the Union and the insurance carrier(s). DCHA employees are required to execute an enrollment form in order to participate in this program.
 - b. DCHA may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, DCHA shall give the Union notice of the proposed additions as soon as DCHA receives this information.
 - c. Employees are required to contribute 25% of the total premium cost of the employee’s selected plan. The DCHA shall contribute 75% of the premium cost of the employee’s selected plan.

2. Pursuant to D. C. Official Code §1-621.01 (2001 Edition), all DCHA employees covered by this Agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.
3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advanced request.

Section D—Optical And Dental

1. The DCHA shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the DCHA, the Union and the insurance carrier(s). DCHA employees are required to execute an enrollment form in order to participate in the Optical and Dental program.
2. The DCHA may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the DCHA decide to expand the list of eligible providers, the DCHA shall give the Union notice of the proposed additions.
3. *Union Option to Select Provider*—The parties acknowledge that optical and dental benefits currently are provided by a service provider identified by the District of Columbia under the predecessor agreement. If at any time during the term of this Agreement such benefits are no longer provided to bargaining unit employees through the District of Columbia's arrangement, or at the Union's option, the parties agree that the Union shall have the right to independently secure a service provider for optical

and dental benefits for bargaining unit employees. Such provider must be acceptable to the DCHA. At the Union's option, the DCHA shall pay an amount for such benefits to a service provider selected by the Union or directly to employees: provided that, the total costs shall not exceed the total amount DCHA is, or would be, required to pay the current provider to fund the benefits for the term of this Agreement.

4. *Increase in D.C. Rates*—If the above rates are increased for the District Government's Compensation Units 1 and 2 during the term of this Agreement, DCHA will grant the same increases to the benefits described above.
5. *Premium Payments*—The Employer will make premium payments only on behalf of bargaining unit employees who have enrolled with the optical and dental provider(s).
6. *Labor Management Committee*
 - a. Upon approval of this Agreement, the Labor-Management Committee shall review employee utilization of the optical and dental plans and investigate and recommend methods to increase utilization.
 - b. The optical/dental plan provider(s) shall be required to respond to requests for information submitted by the Union and/or the DCHA. The Union and the DCHA shall have the right to audit all financial records and any records which relate to the expenditure of DCHA paid premiums or procurement of the plan provider contract. The DCHA shall be permitted to recover any premiums that were improperly paid or paid for employees who were ineligible to receive benefits.
 - c. The parties shall meet to develop procedures to implement these optical and dental benefit programs which shall be binding upon the provider(s).

Section E—Pre-Tax Benefits

1. Employee contributions to benefits programs established pursuant to D. C. Official Code §1-611-19 (2001 ed.), including the DCHA Health Benefit 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 affect 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 contribution to existing life insurance, retirement system, and for any other DCHA 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 F—Retirement

1. DEFERRED COMPENSATION PROGRAM:

As prescribed by §1-626.05 and related Chapters of the D. C. Official Code (2001 Edition), employees covered by this Agreement shall be eligible to participate in the District's Deferred Compensation Program. 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 contribution reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees can choose from various fixed or variable investment options.

2. CIVIL SERVICE RETIREMENT SYSTEM (CSRS):

As prescribed by 5 U.S.C. 8401 and related chapters, employees first hired by the DCHA 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.

3. DEFINED CONTRIBUTION PENSION PLAN:

- a. All eligible employees hired by the DCHA on or after October 1, 1987, are enrolled into the defined contribution pension plan

As prescribed by §1-626-09(c) of the D. C. Official Code (2001 Edition) after the completion of one year of service, the DCHA shall contribute an amount of not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. DCHA funds this plan; there is no employee contribution to the Defined Contribution Pension Plan. Employees are fully vested after five (5) years of participation in the plan.

Section G—Metro Pass Subsidy

Effective January 1, 2009, DCHA shall subsidize the cost of monthly transit passes by twenty five dollars (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

ARTICLE 31

REDUCTIONS IN FORCE

Section A—General

1. The Parties acknowledge that the DCHA strives to maintain its workforce, including positions held by bargaining unit members at levels which are adequate to successfully perform its mission and the strategic objectives that DCHA is mandated to fulfill. Accordingly, DCHA will not implement any reduction in force, unless the conditions described in 2. a, below, should arise.
2. Changes in DCHA's mission, functions, operations, and its organization are an inevitable result of its progress. Adjustments in staffing requirements also are unavoidable when change is required. In certain circumstances, DCHA may have to abolish positions and release bargaining unit members from their positions. DCHA agrees that reductions in force affecting bargaining unit members will only be implemented if DCHA determines that:

- a. DCHA will not be funded at a level sufficient to maintain current workforce levels and a reduction in personnel expenses by a reduction in force is necessary to eliminate budgetary shortfalls; or
- b. There is a lack of work because of the contracting out of a unit, department, or specialized function, in accordance with Article 29, Section A.

Section B—Notice

The DCHA agrees to provide the Union with at least thirty (30) days notice prior to notification to employees of a proposed reduction in force. The DCHA shall consult with the Union, and it shall respond to the Union's requests for information related to the proposed reduction in force that are reasonable and relevant to the Union's assessment of the impact of the reduction in force on bargaining unit employees.

Section C—Procedures

The DCHA shall conduct the reduction in force in accordance with the Reduction in Force procedures set forth in Appendix B; attached hereto and incorporated herein.

ARTICLE 32

REORGANIZATION/REALIGNMENT

Section A—Notice to the Union

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

1. A description of the purpose and nature of the changes;
2. Organizational charts, both existing and proposed;
3. Mission and function statements, both existing and proposed;
4. Staffing patterns, both existing and proposed; and
5. Any other relevant information needed by the Union to evaluate the reorganization and its impact on the bargaining unit.

Section B—Negotiation Over Impact and Effect

When the reorganization/realignment directly impacts on the conditions of employment of bargaining unit employees, the Union shall be given the opportunity to negotiate impact and effect prior to implementation.

ARTICLE 33

LEAVE ADMINISTRATION

Section A—General

1. Except as otherwise provided in this Article, or as provided in District of Columbia and/or Federal laws, leave regulations contained in the District of Columbia Personnel Manual (DPM), Chapter 12, shall apply to employees of the DCHA.
2. Employees are expected to report to work as scheduled, to return from breaks and lunch as scheduled, and to work all scheduled hours.
3. All requests for leave shall be submitted in triplicate on an Official Leave Request Form. When received by the supervisor, the form will be date stamped and one copy of the Leave Request Form, shall be immediately returned to the employee.
4. If the leave request is disapproved the reason(s) shall be indicated on the leave request form.

Section B—Notice to the Union Prior To Placement On Leave restriction Or Issuance Of Discipline

1. Management shall notify the Union President prior to issuance of a leave restriction or disciplinary action to an employee regarding attendance related problems.

The pending action shall be delayed for a period of fifteen (15) workdays after the notice to the Union in order to provide an opportunity for the Union to counsel the employee regarding contributing causes related to the attendance problems and how to address those problems. The employee will be allowed up to one (1) hour of administrative leave to meet with a Union official for this counseling.

2. Management is not required to provide the opportunity for Union counseling to an employee, as stated in item 1, more than one (1) time in a twelve (12) month period.

Section C—Call In For Emergency or Illness

1. Requests for leave for illness or emergencies are required at least one (1) hour prior to or within the first hour of the employee's scheduled tour of duty. Failure to contact the DCHA within this time period may cause disapproval of the leave request, except when the reason for the late notification is unavoidable.
2. All requests shall be called into the employee's immediate supervisor. If the immediate supervisor is not on duty or cannot be reached, the employee should call the next senior supervisor or the managers office. The supervisor receiving the call shall immediately convey the request to the proper supervisor.
3. Tardiness from duty of less than fifteen (15) minutes, due to an unavoidable circumstance, may be excused without charge to annual leave, sick leave, or leave without pay, at the discretion of the immediate supervisor.

Section D—Annual Leave

1. The following provisions govern the accrual of annual leave:

Employees shall earn annual leave at the rate of:

- a. Thirteen (13) days per leave year earned at four (4) hours per two-week pay period from the first full pay period of employment through the end of the third year of employment.
 - b. Twenty (20) days per leave year earned at 6.1538 hours per two-week pay period beginning with the fourth year and continuing through the fourteenth year of employment; and
 - c. Twenty-six (26) days per leave year earned at eight (8) hours per two week pay period beginning at the fifteenth year of employment.
- (1) Annual leave shall accrue from the first full pay period of employment.

- (2) Management agrees to provide each employee with the opportunity to use all accumulated annual leave.
- (3) Annual leave which is not used may be accumulated from year to year. The maximum annual leave an employee may carry over to the next year is two hundred forty (240) hours. Unused leave that is in excess of two hundred forty (240) hours should be scheduled and used by the end of the leave year. In an extraordinary circumstance, the Executive Director may allow the carry over of more than two hundred forty (240) hours.
- (4) 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 DCHA, which shall be paid at the employee's hourly rate at the time of separation.

2. Request for Annual Leave

- a. Annual leave requests shall be submitted to the employee's immediate supervisor. Denial of annual leave requests shall be based upon factors which are reasonable, equitable, and do not discriminate against any employee or groups of employees. To contribute to overall work efficiency and to enable approval of leave at the employee's convenience, requests for annual leave, except in emergency situations, must be made in advance, in accordance with the following;
- b. Annual Leave Request/Approval Schedule

Duration of Leave Number of Workdays	1 Day	2-3 Days	4-10 Days	11 or More Days
Employee request (number of workdays in advance)	2	3	5	10
Management must approve or deny and return to the Employee (number of Workdays from receipt)	1	2	3	3

- c. No response from management in the appropriate response time is deemed approval of the leave request.
- 3. Exception to the Above Schedule for Peak Vacation and Holiday Seasons:
 - a. (1) Employee leave requests are due February 1, or on the first workday thereafter, for leave during June, July or August.
 - (2) Management shall publish the leave schedule by February 15, or on the firstworkday thereafter.
 - b. (1) Employee leave requests are due July 1, or on the first workday thereafter, for leave during Thanksgiving week or in December.
 - (2) Management shall publish the leave schedule by July 15, or on the first workday thereafter.
- 4. Approval of leave requests shall be determined by seniority within a classification.
- 5. The DCHA recognizes that unforeseen circumstances may prohibit compliance with these timelines. Consideration shall be given to such circumstances. Requests for annual leave shall not be unreasonably denied.
- 6. Every effort shall be made to grant employee(s) leave during the time requested. If operations would suffer by scheduling all requests during a given period of time, the schedule shall be worked out with all conflicts to be resolved by application of seniority by classification. Except in emergency situations, no changes shall be made after vacation schedules are posted, except by mutual agreement between the employee and his/her supervisor.
- 7. Request for Emergency Annual Leave
 - a. If possible, employees shall notify their supervisor of the need for emergency leave prior to the start of the employee's tour of duty. In an unforeseen emergency, a family member may contact the employee's supervisor, however, the employee must make direct contact with his or her supervisor or the next higher level manager as soon as possible, but no later than the end of the employee's next scheduled workday.

- b. The employee's request for immediate or emergency annual leave shall be immediately granted or denied. Consideration of the emergency circumstances presented by the employee as well operational requirements is required.

Section E—Sick Leave

1. The following provisions govern sick leave:
 - a. Employees shall earn sick leave at the rate of four (4) hours per two-week pay period from the first full pay period of employment and may be used by the employee thereafter.
 - b. The accrual of sick leave shall be carried over from year to year and shall be accumulated in an unlimited amount.
2. Requests for Sick Leave
 - a. Supervisors shall approve sick leave for employees who are incapacitated from the performance of their duties due to illness. Sick leave may also be used by employees to care for sick family members. Such family members shall include the employee's spouse, parent, and child. Employees shall request sick leave as soon as possible on the first day of the sickness.
 - b. Employees shall advise their supervisor at the time of the call requesting sick when he/she believes recovery and return to work will take more than one (1) day (up to three continuous workdays). If the duration of the illness exceeds the time initially requested, the employee shall be required to so advise the supervisor.
 - c. Except when an employee is on leave restriction, employees shall not be required to furnish a doctor's certificate to substantiate sick leave requests unless such sick leave exceeds three (3) continuous workdays for a personal illness or the illness of a family member as identified in item (a) of this section.
 - d. To the extent possible sick leave shall be requested and approved in advance for visits to and/or appointments with licensed health care providers, and for the purpose

of securing diagnostic examinations, treatments and X-rays.

- e. **Leave Restriction:** In cases where Management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee must, upon request, furnish a doctor's certificate for each absence from work which is claimed as sick leave. The leave restriction requiring an employee to furnish a doctor's certificate for each absence charged to sick leave shall be reviewed within ninety (90) calendar days. Where improvement in use of sick leave is evident, the documentation request shall be rescinded. At no time shall an employee be required to furnish a doctor's certificate for longer than six (6) months after the initial leave restriction.

Section F—Return to Duty

When an employee returns to duty from a medical leave of absence exceeding three (3) workdays, he/she shall provide a doctor's certificate which indicates that the employee is able to return to full duty. In cases where the doctor's certificate is insufficient to allow the DCHA to determine that the employee can return to full duty, the employee shall be given three (3) workdays to produce sufficient documentation. In the interim the employee shall be placed on approved leave, e.g., sick leave, annual leave, or in instances where the employee has no available leave the employee shall be placed on leave without pay.

Section G—Court Leave

1. Court Leave is a period of paid leave due to subpoena or other order of the court that an employee appear for jury duty or as a witness in a court proceeding, as provided in this section.
2. Court leave shall be authorized for employees summoned for jury duty. Court leave is not authorized for time when the employee is excused or discharged by the court for an indefinite period even though the employee may be subject to call by the court.
3. Compensation received from the court while the employee is on jury duty must be returned to the DCHA.

4. Court Leave shall be authorized when an employee is a witness on behalf of the United States, state or local government or the DCHA.
5. Employees on court leave due to court appearance for periods of less than one (1) full day shall not be required to return to work unless they can reasonably be expected to work at least two (2) hours of their regular shift.

Section H—Leave of Absence

1. Employees may be granted a leave of absence for up to one (1) year. The leave of absence may be charged to annual leave or leave without pay, at the employee's option.

Section I—Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted paid bereavement leave for up to a maximum of three (3) successive workdays upon request. The immediate family is defined as the parent; step-parent; parent-in-law; a natural, adopted, foster or step child; sister; brother; sister-in-law; brother-in-law; daughter-in-law; son-in-law; grandparent; grandchild or other dependent family members residing in the employee's household. Upon request by the DCHA, the employee shall be required to provide substantiating documentation regarding the familial relationship to the deceased.

Section J—Maternity Leave

Maternity leave is defined as a period of approved absence for incapacitation related to pregnancy and confinement which may be charged to leave without pay, accumulated sick leave and annual leave, or a combination thereof.

The employee shall advise the DCHA as far in advance as possible of her intent to request leave for maternity reasons, and shall inform the DCHA of the type of leave she expects to use, approximate beginning date of the absence, and the anticipated duration of the absence.

Section K—Parental Leave

Parental Leave shall be granted following the birth or adoption of a child or placement a foster child in accordance with the D. C. and Federal FMLA.

Section L—Leave to Donate Blood

Paid leave, not to exceed four hours on any one occasion, shall be granted for the purpose of donating blood at the Red Cross Blood Bank.

Section M—Military Leave

Employees who are members of the United States Armed Forces or the National Guard are entitled to leave without loss in pay, leave, or service time for the following:

1. Up to fifteen (15) days in a calendar year in which he or she is on active duty or is engaged in a field or coast defense training;
2. Up to twenty two (22) days in a calendar year if performing full time military service for the purpose of enforcing the law; or
3. For each day of a parade or encampment ordered or authorized by the Commanding General, if a member of the D. C. National Guard.
4. The amount other than travel, transportation or per diem allowance) received by the employee for military service under the terms of this Article, shall be credited against the pay due the employee. The employee must provide a copy of his/her orders two (2) weeks in advance of the requested leave or promptly upon receipt if not available two (2) weeks in advance.

Section N—Leave To Conduct Union Business

1. Employees elected to Union office or selected to perform Union work unrelated to the DCHA shall submit a written leave request for leave without pay or annual leave two (2) weeks in advance of the first day of absence. The leave request shall contain the reason for the request and dates of commencement and termination of the leave and shall be submitted to the immediate supervisor of the employee.
2. The Director of Human Resources shall have the right to grant or deny such requests. If the leave request is denied by the Director of Human Resources, the employee shall be provided with written justification for the denial. If granted,

the initial leave of absence shall not exceed one (1) year, and the cost of employee benefits during that period will not be borne by the DCHA.

Section O—Other Paid Leave

1. *Voting Leave:* Where the polls are not opened for at least three (3) hours, either before or after an employee's regular hours of work, the employee may, upon request, be granted an amount of excused time which shall permit the employee to report to work three (3) hours after the polls open, or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off. Leave for voting shall be allowed in accordance with personnel rules and regulations.
2. *Examinations:* Employees shall be excused without charge to leave for the purpose of taking employment medical examinations required by DCHA, DCHA owned vehicle operator examinations, or other examinations which DCHA requires or requests employees to take in order to qualify for reassignments, promotions, at the continuation of his/her present job. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of DCHA, the employee shall benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to DCHA must be requested in accordance with general leave provisions.

Section O—Education Leave

After the completion of one (1) year of service with DCHA, an employee, upon request, may be granted a leave of absence without pay for educational purposes, provided that successful completion of the course shall contribute to the work of DCHA. The period of the leave of absence may not exceed one (1) year, but may be extended at the discretion of DCHA. If an employee is returning from educational leave during which he/she has acquired the qualifications of and for a higher grade position, he/she shall not have lost any of his/her rights in being evaluated for the higher grade position. The continuation of benefits shall be consistent with the DCHA policies and procedures.

Section P—Professional and Administrative Leave

1. DCHA may grant paid professional leave to employees to participate in seminars, institutions, examinations, and other activities away from DCHA directly related to work.
2. Administrative leave is an officially approved absence from duty without loss of pay and without charge to leave.
 - a. Employees shall be granted administrative leave to visit the Union office. Management shall consider and discuss with the employee the appropriate time to release employee. Employee visits to the Union office shall not be confined to non work hours.
 - b. Upon request from management, the Union will provide, confirmation of the employee's meeting.

Section Q—Holidays

The DCHA allows the following paid holidays:

- | | |
|---|----------------------------|
| (a) New Year's Day | (January 1st) |
| (b) Birthday of Dr. Martin Luther King, Jr. | (3rd Monday in January) |
| (c) President's Day | (3rd Monday in February) |
| (d) Memorial Day | (last Monday in May) |
| (e) Independence Day | (July 4th) |
| (f) Labor Day | (1st Monday in September) |
| (g) Columbus Day | (2nd Monday in October) |
| (h) Veteran's Day | (November 11) |
| (i) Thanksgiving Day | (4th Thursday in November) |
| (j) Christmas Day | (December 25th) |
| (k) Inauguration Day | (Once every four years) |
| (l) Emancipation Day | (April 16) |

ARTICLE 34

PERSONAL LEAVE INCENTIVE PROGRAM

Section A—General

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

1. A full time permanent employee who is in a pay status for the leave year shall accrue annually:
 - a. Five (5) personal leave days (forty (40) hours) for using less than two (2) days of accrued sick leave in a year.
 - b. Four (4) personal leave days (thirty-two (32) hours) for utilizing a total of no more than two (2) days of accrued sick leave in a year.
 - c. Three (3) personal leave days (twenty-four (24) hours) for utilizing a total of no more than two (2) but not more than four (4) days of accrued sick leave in a year.
 - d. Two (2) personal leave days (sixteen (16) hours) for utilizing a total of more than two (2) but more than four (4) but less than five (5) days of accrued sick leave in a year.
2. Employees shall be compensated for personal leave days earned in accordance with Section A above at the employee's regular hourly rate on or before the 2nd pay period in February of each calendar year.

Section B—Eligibility

To be eligible, an employee must be in an active pay status for twenty-six (26) pay periods during the leave year. Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for personal leave incentives under this Article. Sick leave usage for maternity and/or a serious health condition as defined in the D.C. Family and Medical Leave Act (D.C. Code 2001 Ed. §32-501), not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for personal leave under this Article.

Section C—Part-time Employees

Part-time employees are not eligible for personal leave as provided in this Article.

ARTICLE 35

ANNUAL LEAVE BUY-OUT

Section A—Lump Sum Payment

An employee who is separated or is otherwise entitled to a lump sum payment under this Agreement shall receive such

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 rate at the time of separation.

ARTICLE 36

ADMINISTRATIVE CLOSINGS AND COMMON EMERGENCY

The District of Columbia Housing Authority places the highest priority on the welfare of its residents and its workforce. Work attendance and productivity from all employees are essential to the success of the operations. It is recognized, however, that occasions occur that may disrupt the operation of the Authority. To address such situations, management has designated essential positions and personnel who must report to, or stay at work, during periods of administrative closings.

Section A—Designation and Notification

Within thirty (30) days of the signing of this agreement, and annually thereafter, management will provide to the Union, a list of all positions that are designated essential. The designated positions will be divided into categories such that in certain circumstances only a portion of the essential employees will be required to report to work. Incumbents of all positions designated as essential will be notified and appropriate documentation will be forwarded to the Union President, the employees' official personnel file and the employee. Management will provide the procedures and guidelines for communicating emergency situations to the workforce and to the Union.

Section B—Exception to Advance Designation of Essential Status

1. In some emergency situations advance designation and written notification may not be possible. In these instances it may be necessary to resort to radio and television public service announcement or other emergency procedures to summon employees who have not been previously designated as essential to report to or remain on duty if their services are required.

2. In extremely unusual circumstances the Executive Director may determine that a particular situation does not require the services of some or all of the employees designated as essential. In these circumstances, when it is determined that the services of essential employees will not be required, notification will be made by radio or television public service announcements or other emergency procedures notifying those employees not to report to work.

Section C—Definitions

1. Essential Positions

Essential positions are those that require performance of duties which are vital to the continuity of public safety, emergency services or other crucial operations which cannot be suspended or interrupted during periods of administrative closings.

2 Essential Employees

Essential employees are those who occupy essential positions. Employees occupying positions designated as essential are required to:

- a. Remain at their duty station when a condition is declared which results in early dismissal;
- b. Report to their duty station as scheduled when non-essential employees are excused during a period of administrative closing;
- c. Make every effort to report to duty as scheduled and, if unable to do so, notify their supervisor as soon as possible of their inability to report to work. Failure to report or remain on duty as required will result in a charge to appropriate leave. Unjustified absences during administrative closings will result in a charge of AWOL.

3. Administrative Closing

Administrative closing is a curtailment of services due to a determination by the Executive Director that non-essential employees will be dismissed prior to the end of the work day or when non-essential employees are excused from reporting to duty on a regularly scheduled workday, ad-

ministrative closing may occur as the result of emergencies such as:

- a. scheduling of an event in the District of Columbia that causes serious disruption of public services,
- b. weather conditions (such as heavy snow, floods, hurricanes, excessive heat),
- c. air pollution,
- d. power failures or other situations determined by the Executive Director to be appropriate for curtailment of non-essential services, and
- e. emergency circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

The emergency situation must be general in scope rather than personal.

4. Common Emergencies

Common emergencies are those occurrences where a specific skill is needed to correct a situation occurring on DCHA's property, outside of the employee's normal tour of duty. Such situations, if unattended, will have the potential to impact the welfare of residents, the workforce, or the public.

Examples of such situations include leaking water pipes, electrical failure that is DCHA's responsibility, structural damage, toilet malfunctions, fires, etc.

Section D—Compensation

1. Employees who occupy essential and non-essential positions and are required to work when other employees are released due to administrative closings shall earn compensatory time or pay at the employee's hourly rate, on an hour for hour basis, for each hour worked during their normal tour of duty.
2. Receipt of compensatory time or pay shall be the employee's choice.
3. Hours worked outside the employee's normal tour of duty shall be compensated in accordance with Article 40.

4. If compensation time earned in accordance with this Article is not used within six (6) months, due to management's denial of leave request, the employee shall be compensated at the appropriate hourly rate in accordance with this Section.

ARTICLE 37

WAGES

Section A—Fiscal Year 2004

1. DCHA shall implement pay progression, effective October 1, 2003 for wage grade (pay scales for RW and LW positions) as follows;

- a. Wage grade scale will increase to six (6) step
- b. Time between each step shall be as follows:

<i>Step Progression</i>	<i>Waiting Period</i>
Step 1 to step 2	1 year
Step 2 to step 3	1 year
Step 3 to step 4	2 years
Step 4 to step 5	2 years
Step 5 to step 6	2 years

- c. All employees who are at step 5 and who meet the two year requirement will be moved to step 6 immediately.
2. Effective on the beginning of the first full pay period after May 1, 2008 the step progression for DS pay scale shall be as follow:

<i>Step Progression</i>	<i>Waiting Period</i>
Step 01 to 02	1 Year
Step 02 to 03	1 Year
Step 03 to 04	1 Year
Step 04 to 05	1 Year
Step 05 to 06	2 Years
Step 06 to 07	2 Years
Step 07 to 08	2 Years
Step 08 to 09	2 Years
Step 09 to 10	2 Years

The PIC compensation percentage rate for the first year of the collective bargaining agreement is 3.5%. Currently, the ten (10) PIC factors used to determine the compensation are as follows:

1. Complete non-emergency work orders in 15 days.
2. Number of families achieving family self-sufficiency to 230 (cumulative).
3. Cash Rent Collection (98% of total cash collected).
4. REAC inspection will achieve a score of 75%.
5. Unit turn around time to 21 days.
6. HUD-PIC/TCS report accuracy and timely (95% completed and 2% error).
7. Determine adjusted income accurately (audit of files) (80%).
8. HCVP Lease Up (97% per unit month).
9. Reduce 1 and 2 day Sick leave usage by 50%.
10. Improve external and internal customer service.

The maximum PIC percentage for the duration of the contract shall be 4.5%.

During the second, third and fourth years of the collective bargaining agreement, the baseline for PIC compensation shall be 1.25%, and the variable percentage shall total 3.25%. During the second year of the collective bargaining agreement, the sick leave usage factor (#9) shall be granted the maximum percentage (.325%), and the customer service factor (#10) shall be granted the maximum percentage (.325%).

The DCHA and the Union shall establish a PIC Committee to create new factors to determine the PIC compensation no later than November 1, 2008. The Committee shall consist of an equal number of representatives from the DCHA and the Union. The Committee shall create new PIC factors to be applied during the second, third and fourth years of the collective bargaining agreement. The factors shall be established no later than January 1, 2009.

Section D—Bonus

In any year in which the PIC percentage achieved, including the base, is 4.5%, DCHA will pay each employee a bonus of

.5% of his or her annual salary. The annual salary is the annual figure on the salary schedule for his or her grade and step as of the end of the fiscal year.

Section E—PIC Savings Clause

1. DCHA and the Union will work collaboratively as a Labor-Management Team to monitor the progress toward achieving the PIC objectives. This committee will review work processes and procedures as they relate to each factor and make appropriate recommendations to the Executive Director.
2. If at any point the committee determines that there are barriers to reasonably achieving a particular goal, and the barriers have continued for more than four (4) months, the committee will recommend to the executive Director that an adjustment be made or another appropriate alternative be substituted.

Section F—Wage re-opener

If, during the term of this agreement or any extension thereof, the United States Department of Housing and Urban Development reduces the operating subsidy of DCHA below the current level, the Executive Director may request to re-open negotiations on wages only. If such a request is made the parties agree to re-open negotiations on wages only.

ARTICLE 38

ON CALL PAY

Section A—General

1. For the purpose of this Agreement, “on” call is defined as when an employee is required to remain accessible by pager, cell phone or any communication device after their normal tour of duty.
2. The employee’s schedule must specify the hours during which the employee is required to remain on call.
3. The employee shall be compensated at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

ARTICLE 39

CALL-BACK\CALL-IN OVERTIME

Section A—Call Back

1. A minimum of four (4) hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment or is called in on a day on which he/she is not regularly scheduled to work.
2. The employee shall be paid from the time they receive the notice to come back until the emergency is abated.

Section B—Call In

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

Section C—Compensation

The rate of pay will be determined in accordance with Article 40 of this Agreement.

ARTICLE 40

OVERTIME/COMPENSATORY TIME

Overtime work must be officially ordered and approved by the employee's immediate supervisor or a designated authorizing SCHA official before it is performed. Overtime work for non-exempt employees under the Fair Labor Standards Act (FLSA) shall be defined, earned, computed and paid as indicated below:

Section A—Calculation of Overtime

1. Hours of work authorized in excess of eight (8) hours in pay status in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the same eight (8) hour workday.

2. The unscheduled leave rule will not apply in a call-in, call-back situation.
3. Subject to the provisions of Section C, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2x) for each hour of work for which overtime is payable, including all premium pay earned. An employee is paid for overtime work performed on a Saturday, Sunday, or Holiday at the same rate as for overtime performed on any other day.
4. All hours worked by an employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment or, when the employee is not scheduled and has been informed in advance, on one of the days when he/she is off duty, shall be overtime work paid in accordance with Section A.2.
5. Receipt of overtime pay or credit of compensatory time in lieu of overtime pay shall be at the employee's option. Designation of overtime pay or receipt of compensatory time in lieu of overtime pay shall be made prior to performance of overtime work.

Section B—Distribution of Overtime, Advanced Notice

Overtime assignments shall be distributed equitably among volunteers from the work unit or property in which the overtime work is to be performed. If enough volunteers are not available from that work unit or property, DCHA shall distribute the remaining overtime assignments equitably among qualified employees.

An employee assigned to work overtime may be excused at the supervisor's discretion, if the employee has a valid reason. Each situation shall be considered on its merits.

Section C—Notice of Mandatory Overtime

1. Except in an emergency, DCHA shall notify employees at least three (3) hours in advance when overtime work is required at the end of the employee's normal work day.
2. When a supervisor requests or directs an employee to perform overtime work the supervisor shall make every reasonable effort to give the employee a written statement

that the overtime work has been authorized by the Executive Director.

Section D—Overtime Records

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

Section E—Reimbursement for Compensatory Time

1. Employees shall be allowed to apply for and receive payment of compensatory time one time each year.
2. For purposes of this Section, a year is identified as beginning on the first full pay period in January and ending on the last day of the last pay period in December.
3. Requests for payment of compensatory time must be submitted between December 1st and December 31st.
4. Payment shall be made by February 1st.
5. Compensatory time earned (documented and approved) subsequent to the employee’s request for payment shall be available for payment application in the next calendar year in accordance with item A, above.

Section F—Compensatory Time Bank

Compensatory time earned under the provisions of this Article shall be maintained in an FLSA Compensatory Time Bank that shall be separate and apart from any bank of compensatory time not carried under FLSA.

ARTICLE 41

NIGHT DIFFERENTIAL/SUNDAY PREMIUM/ HOLIDAY

Section A—Night Differentials

Employees covered by this agreement are entitled to receive night differential pay at a rate of ten percent (10%) in excess of their basic rate of compensation for work performed between the hours of 6:00pm and 6:00am.

Section B—Sunday Premium

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

Section C—Holiday Pay

An employee who works on a legal holiday shall be paid double time (2x) for all hours worked on the holiday.

ARTICLE 42

ENVIRONMENTAL DIFFERENTIAL

Section A—Objective

The DCHA has as its objective, the elimination or reduction to the lowest level possible; all hazards, physical hardships, and working conditions of an unusual nature. When the DCHA does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential is warranted. The creation of an environmental differential will not deter the DCHA's continuing efforts to abate the hazard, physical hardship, or working condition of an unusual nature, when feasible.

Section B—Policy and Schedule of Differentials

Environmental differential means additional pay authorized as specified in this Article for a category of work situations. An environmental differential is paid to a DCHA employee who is exposed to an unusual hazard, physical hardship or working condition of an unusual nature which has been identified in a Policy on Environmental Differentials established by the DCHA and attached hereto and incorporated herein as Appendix C. The schedule of environmental differentials shall define the methods of payment and the various degrees of hazards, physical hardships, and working conditions of an unusual nature for which differentials are payable.

Section C—Employee Request

1. Any bargaining unit employee or the Union may initiate a request to his/her immediate supervisor or Department

Director to determine the appropriateness of the application of an environmental or hazardous differential.

2. Where possible, the immediate supervisor or Department Director should review the request, and make a determination as to whether the employee is entitled to an environmental differential before an employee is required to work in a situation where such exposure is claimed. Any appeal of the final determination of whether an employee is entitled to environmental differential shall be through the grievance procedure established in Article 9.

Section D—New Hazards

Amendments to the categories of hazards identified in Appendix D, in the form of additions, deletions, or changes may be made by the Executive Director on his own initiative or at the request of the Union or an employee. The DCHA's failure to honor a request for a change, deletion or addition to the categories of hazards may be the subject of a grievance in the procedures set forth in Article 9.

Section E—Differential Amount

The amount of differential rates and categories of exposure applicable to DCHA shall be in accordance with Appendix C. under the predecessor agreement shall remain in effect.

ARTICLE 43

DEPENDENT CARE ACCOUNTS

The DCHA shall strive to implement the "dependent care account" pursuant to IRS regulations. The account allows employees to voluntarily request payroll deductions in amounts up to the maximum amount allowed by law. Employees may withdraw such funds to reimburse themselves for dependent care expenses for children not older than thirteen (13) years of age or dependent adults who cannot care for themselves. The employee must submit the name, address and taxpayer identification number of the dependent care provider to the DCHA before the funds are withdrawn.

ARTICLE 44

SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement is held invalid and unenforceable by any court or higher author-

ity of competent jurisdiction, such decision shall apply only to the specified article, section, or portion thereof specified in the decision; and upon issuance of such a decision, either party may demand immediate negotiation for a substitute for the invalidated article, section, or portion thereof.

ARTICLE 45

DURATION AND FINALITY OF AGREEMENT

Section A—Duration

This Agreement shall remain in full force and effect from October 1, 2007 until September 30, 2011, except where a different effective date for specific provisions is agreed upon. If disapproved because one or more provisions are asserted to be contrary to applicable law or if not ratified by the Union, the parties shall meet immediately to negotiate a legal replacement provision or to delete the offensive provision.

Section B—Emergencies

In the event that a state of civil emergency is declared by the Mayor or any other official authorized by law (civil disorders, natural disasters, etc.), the provisions of this Agreement may be suspended by the Director during the emergency.

Section C—Renewal

This Agreement shall remain in effect until September 30, 2011, in accordance with Section A of this Article, and shall automatically renew for one (1) year periods thereafter unless either party provides written notice to the other party of its intent to terminate or modify the Agreement no later than May 4, 2011, or any subsequent May 4 anniversary thereafter. In the interim, the provisions of this Agreement shall be applicable until such time as a new Agreement is negotiated.

Section D—Terms And Conditions Not Covered

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the DCHA's direction and control provided, however, that if the DCHA desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees,

the Employer shall provide advance notice to the Union and upon written request of the Union the parties shall promptly negotiate the impact of such change.

IN WITNESS THEREOF, the parties have fully executed this Agreement on this _____ day of _____, 2008.

DCHA

AFGE, Local 2725

Michael Kelly
Executive Director

Eric Bunn
President

William Knox
Chief of Staff

La Keisha Durant-Carr
2nd Vice President

Paulette Campbell
Director
Human Resources

Ron Fowler
Chief Steward

Hans Froelicher
Chief of Litigation
Office of the General Counsel

Melvina Middleton
Steward

Lynn Foster
Employee Relations Specialist

Ronnie Thaxton
Manager
Labor and Employee Relations

APPENDIX A: TABLE OF APPROPRIATE PENALTIES

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
1. Fraud in securing appointment or falsification of official records:			
a. Falsification of application for appointment or other personal history record by omission, or by making a false entry, with respect to a material item which would have precluded or cast doubt upon the availability of selection for appointment or promotion.	Removal	Removal	Removal
b. Intentional falsification of application for appointment or other personal history record by omission, or by making a false entry, with respect to a minor item which would not have adversely affected the selection for appointment or promotion.	Suspension for 14 to 28 days to Removal	Suspension for 28 days or Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
c. Other falsification of material facts by omission, or by making a false entry, in official documents or records where property or funds are misused, but not for personal gain.	Suspension for 14 to 28 days	Suspension for 28 days or Removal	Removal
d. Other falsification of material facts by omission, or by making a false entry in official documents or records where property or funds are not misused.	Suspension for 7 to 14 days	Suspension for 28 days or removal	Removal
2. Incompetency:			
a. Inability to satisfactorily perform one or more major duties of his or her position.	Reduction in pay, grade, and/or rank, or removal	Removal	Removal
b. Revocation or suspension of state or District of Columbia permit, or license required to perform part or all of the employee's duties.	Reduction in rank or grade, or removal	Reduction in grade or removal	Removal
3. Inefficiency:			
a. Negligent or careless work performance.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
b. Failure to satisfactorily perform one or more major duties or his or her position.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
4. Inexcusable neglect of duty:			
a. Negligence in performance official duties, including failure to follow verbal or written instructions.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
b. Failure to observe precautions regarding safety, posted rules, signs, or other written or oral safety instructions, or to use protective clothing or equipment when such use is required.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
c. Failure, without reasonable cause, to carry out an officially assigned duty, task, or responsibility.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Removal
d. Providing misleading or inaccurate information to superiors, the Council, Congress, or the public.	Suspension for 7 to 14 days	Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
e. Ignoring, concealing, or covering up a recognized offense or material fact for another employee, a supervisor, or a subordinate employee, which, if revealed, may result in disciplinary action being taken against the employee.	Reprimand to suspension for 14 days	Suspension for 14 days to 28 days	Suspension for 28 days to removal
f. Serious or repeated violations of traffic regulations while driving a government vehicle or a vehicle rented or leased for official government purposes. Also, reckless driving or improper operation of any motor vehicle on any DCHA premises.	Reprimand to suspension for 7 days	Suspension for 14 to suspension for 28 days	Suspension for 28 days or removal
g. Sleeping on duty where safety of personnel or property is not endangered thereby.	Reprimand to suspension for 7 days	Suspension for 7 to 14 days	Suspension for 14 to 28 days or removal
h. Sleeping on duty where safety of personnel or property is endangered thereby.	Suspension for 14 to 28 days	Suspension for 28 days to Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
i. Loafing (willful idleness or deliberate failure to work on assigned duties).	Reprimand	Suspension to 14 days	Suspension for 14 to 28 days or removal
5. Insubordination:			
a. Failure or refusal to comply with written instructions or direct orders by a superior.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
b. Refusal to accept a detail, reassignment, or change in duty location or tour of duty.	Suspension for 14 to 28 days	Removal	Removal
c. Refusal to carry out assigned duties and responsibilities.	Suspension for 14 to 28 days	Removal	Removal
6. Dishonesty:			
a. Theft or misappropriation of government-owned or private property of nominal value (less than \$25).	Reprimand to suspension for 7 to 14 days	Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
b. Theft or misappropriation of government-owned or private property of more than nominal value (more than \$25).	Suspension for 14 days to Removal	Removal	Removal
c. Deliberately misrepresenting facts of a situation in order to avoid carrying out assigned duties and/or responsibilities.	Suspension for 14 days to removal	Removal	Removal
d. Misuse, whether or not for personal gain, of government, funds or property, or other funds or property which come into the employee's possession by reason of his or her official position.	Suspension for 14 days to removal	Removal	Removal
e. Submission of falsely stated travel, payroll, time and attendance, loan, or purchase vouchers, or their supporting documents.	Suspension for 14 days to removal	Removal	Removal
7. Drunkenness on duty:			
a. Being under the influence of alcohol while on official duty, including reporting for duty under the influence of alcohol, to a degree which would interfere with proper performance of duty or be a menace to safety or prejudicial to the maintenance of discipline.	Suspension to 7 days	Suspension for 14 to 28 days	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
8. On duty use of drugs not prescribed and/or obtained legally:			
a. Consumption/use of non-prescription controlled substances while on official duty.	Reprimand to suspension 14 days	Suspension for 14 to 28 days	Removal
9. Inexcusable absence without leave:			
Absence from duty without permission which was charged to "absence without official leave."			
a. Ten (10) consecutive workdays or more.	Suspension of 14 to 28 days	Removal	Removal
b. Any other period of absence charged to AWOL.	Reprimand to suspension for 7 days	Suspension for 7 to 14 days	Suspension of 28 days or removal
10. Conviction of a felony:			
a. Conviction on criminal charges for which an employee may be imprisoned for more than one year. (A plea or verdict of guilty or a conviction following a plea of nolo contendere, to such a charge shall be deemed a conviction.)	Removal	Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
11. Discourteous treatment of the public, a supervisor, or other employee:			
a. Knowingly making false or unfounded charges or statements concerning other employees, supervisors, or management officials.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Suspension of 28 days or removal
b. Fighting, threatening, or inflicting bodily harm on another or physical resistance to competent authority.	Reprimand to suspension of 7 to 14 days	Suspension of 14 to 28 days or removal	Removal
c. Rude or boisterous play or conduct which adversely affects production, discipline, or morale; or interferes with the work or production of others.	Reprimand to suspension for 14 days	Suspension for 14 days to removal	Removal
d. Use of abusive or offensive language or discourteous or disrespectful conduct toward the public or other employee.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
e. Use of abusive or offensive language toward a subordinate; baiting or otherwise tormenting a subordinate to violate rules, regulations, or standards of conduct; coercion in deprivation of subordinate's rights; or reprisals against a subordinate for exercising his or her rights as an appellant.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Removal
f. Use of insulting or threatening language to official superior.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days or removal	Removal
12. Improper political, activity except as otherwise permitted by law or the constitution:			
As ordered by Merit System Protection Board			
13. Willful disobedience except as authorized in D. C. Official Code, Title 1, Chapter 6 (2001):			
a. Unjustified refusal to testify or answer proper questions in an official District of Federal Government investigation, inquiry, or proceeding.	Removal	Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
14. Misuse, mutilation, or destruction of district property, public records, or funds:			
a. Being found a fault as a result of an investigation of an accident involving a government vehicle.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days or removal	Suspension of 28 days to removal
b. Use of, or authorizing use of government vehicle for other than official business.	Suspension for 14 to 28 days	Removal	Removal
c. Use of, or authorizing use of, government property, facilities, or labor for other than official business.	Suspension for 14 to 28 days	Removal	Removal
d. Concealment, misuse, removal, mutilation, alteration, or destruction of government property, public records, or funds.	Suspension for 14 to 28 days	Removal	Removal
15. Refusal to take and subscribe any oath or affirmation which is required by D.C. Official Code, Title 1, Chapter 6 (2001), in connection with his or her employment, including refusal to execute an Appointment Affidavit.			
	Removal	Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
16. Other conduct during and outside of duty hours that would affect adversely the employee's or the agency's ability to perform effectively.			
a. Gambling during duty hours or on government premises, other than that permitted by law or regulation.	Removal	Removal	Removal
b. Promotion of, or assisting in, the operation of any organized gambling scheme during duty hours or on government premises, other than that permitted by law or regulation.	Removal	Removal	Removal
c. Illegally possessing, selling, manufacturing, dispensing, or distributing any controlled substance during duty hours.	Removal	Removal	Removal
d. Possessing, selling, or distributing any alcoholic beverage during duty hours.	Reprimand to Removal	Removal	Removal
e. During or outside of duty hours, commission of or participation in criminal, dishonest, or other conduct of a nature that would affect or has affected adversely the employee's or his or her agency's ability to perform effectively.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Suspension for 28 days to removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
17. Engaging in a strike:			
a. Blocking or obstructing the lawful use by any other person(s) of any public thoroughfare or property, or of any position of access or exist to or from any public building, sidewalk, driveway, or the like, if engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal
b. Preventing any person from engaging in or continuing in any lawful work or use of equipment, by intimidation, force or coercion of any kind, if engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal
c. Failing or refusing to report to work, if such failure or refusal is engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal
d. Failing or refusing to perform required duties, or performing them in an unsatisfactory manner, after warning from the employee's supervisor, if such action or inaction is engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
18. Misuse of official position or unlawful coercion of an employee for personal gain or benefit:			
a. Acceptance of loans, endorsements or guarantees on loans, gratuities, favors, and the like, from persons, firms, or corporations with whom the employee has official relations.	Suspension for 14 to 28 days	Removal	Removal
b. Soliciting or accepting a loan, service, or other item of more than nominal value from a subordinate, or from a person or organization who has a personal or pecuniary interest in the manner in which the soliciting or accepting employee administers official regulations or performs his or her official duties.	Removal	Removal	Removal
c. Any use of one's official position for personal gain, including gain for family, prohibited by the conflict of interest provisions <i>D. C.</i>	Removal	Removal	Removal

Official Code, Title 1, Chapter 6 (2001).

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
19. Lack of dependability:			
a. Absence from assigned duty hours without permission and without reasonable cause after warning.	Reprimand	Suspension to 14 days	Suspension of 14 to 28 days or removal
b. Failure to complete assignments in a timely manner.	Reprimand	Suspension to 14 days	Suspension of 28 days to removal
20. A finding by the Office of or Commission on Human Rights, or a court of competent jurisdiction in the District of Columbia that the employee has engaged in violation of the guarantees in D.C. Official Code, Title 1, Chapter 6, Subchapter I and VII (2001), in the performance of that employee's official duties.			
	Reprimand to removal	Removal	Removal
21. A finding that the employee has violated the provisions of D.C. Official Code, Title 1, Chapter 6, subchapter XIX, or §1-615.03 (2001).			

PENALTIES			
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
a. Failure or refusal to take action as ordered after an administrative finding of having engaged in outside employment or having a private business activity or any direct or indirect financial interest that conflicts or has the appearance of conflicting with fair, impartial, and objective performance of officially assigned duties and responsibilities.	Removal	Removal	Removal
b. Failure to pay just financial obligation (as specified in <i>D. C. Official Code, Title 1, Chapter 6 (2001)</i> of these regulations) in a proper and timely manner.	Reprimand to suspension of 14 days	Suspension for 14 days to removal	Removal
22. Conviction of a misdemeanor, when the conviction is based on conduct that would affect adversely the employee's or the agency's ability to perform effectively. A plea of guilty, a finding of guilt, or a conviction following a plea of nolo contendere, to a charge of a misdemeanor involving the specified conduct, shall constitute prima facie evidence of the elements of the misdemeanor.	Reprimand to suspension of 28 days	Suspension for 28 days to removal	Removal

APPENDIX B:

REDUCTION-IN-FORCE PROCEDURES

This Appendix to the Agreement shall set forth the rules and procedures for conducting a reduction in force affecting bargaining unit employee as referred to in Article 31 of the Agreement.

PART I

REDUCTIONS-IN-FORCE

Section A—Definitions

When used in this Appendix, the following terms shall have the meaning ascribed:

Competing employee—An employee in tenure group I, II, or III.

Competitive area—The DCHA boundaries in which employees compete in a reduction in force, which may be lesser, but not greater, than the DCHA as a whole, as determined by the DCHA on the basis of all or a clearly identifiable segment of the DCHA's mission or a division or major subdivision of the DCHA.

Competitive level—All positions in a competitive area, in the same pay system, grade or class, and series which are sufficiently alike in qualification requirements, duties, responsibilities and working conditions so that the incumbent in any one (1) position can perform successfully the duties and responsibilities of any other position without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

Days—Calendar days.

Displaced employees—A former employee in the Career Service who was separated by reduction in force.

Obligated position—A position to which an employee has restoration rights under the provisions of the Vietnam Veterans Readjustment Assistance Act of 1974, (title 38 U.S. Code §§ 2021-2026).

One round of competition—A round of lateral competition for job retention in the employee's competitive level.

Preference eligible—A preference eligible veteran as defined in § 2108 of title 5 U.S. Code and D.C. Code § 1-625.2(b) (I) (1992 Repl.).

Realignment—An action which affects the internal structure or functions of the DCHA.

Released employee—An employee who has been reached for release from his or her competitive level.

Representative rate—(a) The fourth (4th) rate under the District Service Schedule (or DCHA equivalent); (b) The second (2nd) rate on the Regular Wage Service and Task Force Wage Service schedules; (c) The established rate on a single rate schedule; and (d) The rate designated as representative of the position by the Executive Director upon the establishment of a new pay schedule.

Retention register—The list of employees occupying positions in a competitive level by tenure group and reduction in force service computation date.

Retention standing—The employee's standing on the retention register in relation to other competing employees within his or her competitive level.

TAPER appointment—A temporary appointment pending establishment of a register when there are insufficient candidates on a register appropriate for filling a position that will last for more than one (1) year and the public interest requires that the vacancy be filled before eligible candidates can be certified.

Temporary appointment—An appointment with specific time limitations of one (1) year or less.

Tenure group—The retention group in which competing employees shall be categorized according to their current type of appointment.

Term appointment—An appointment with a specific time limitation in excess of one (1) year but not exceeding four (4) years, unless extended by the Executive Director in accordance with applicable law.

Section B—Employees and Actions Covered

1. Notwithstanding any other provision of this Agreement, the DCHA shall follow the rules and procedures set forth in this Appendix and the policy set forth in Article 31 when releasing a competing collective bargaining unit employee from his or her competitive level.
2. In order to minimize the adverse impact of a reduction in force procedure, the DCHA shall offer a released employee a vacant position for which he or she qualifies.

3. The need to apply reduction in force procedures shall not suspend the DCHA's authority and responsibility to discipline, remove, demote, or reassign any employee under any other provision of this Agreement.
4. The DCHA, has the sole authority over the preparation for, and implementation of, the reduction in force procedure.
5. An action which has been found by the DCHA to be erroneous as a result of procedural error shall be reconstructed, and DCHA shall take appropriate action in accordance with the provisions of this Appendix. The retroactive reinstatement of a person who was separated by a reduction in force procedure under this Agreement may only be made on the basis of a finding of a harmful error as determined by the DCHA or an arbitrator. An error, to be harmful, shall be of such a magnitude that in its absence, the employee would not have been released from his or her competitive level.
6. During a reduction in force procedure, the DCHA may increase or decrease the number of positions previously identified for abolishment.

Section C—Procedures for Conducting a Reduction in Force

1. If a determination is made that a reduction in personnel is to be conducted, the DCHA shall prepare the following:
 - (a) An Executive Director's Order or equivalent issuance identifying the competitive area, and the positions to be abolished, by position number, title, series, grade, and organizational location, and the reason there for; and
 - (b) Appropriate documentation for each position to be abolished, without indicating the name of the incumbent of the position.
 - (c) The DCHA shall assure that no covered employee in the affected competitive area is serving on an unauthorized detail.
 - (d) The approval by the Executive Director shall constitute an authority for the DCHA to conduct a reduction in force.

Section D—Determining Retention Standing

The retention standing of each competing employee shall be determined on the basis of tenure of appointment, length of creditable service, veteran's preference, residency preference, and relative work performance and on the basis of other selection factors as provided in this Agreement. Together, these factors shall determine whether an employee is entitled to compete with other employees for employment retention and, if so, with whom, and whether the employee is to be contained or released.

Section E—Competitive Area

1. The DCHA may establish lesser competitive areas within the DCHA. Any lesser competitive area shall be no smaller than a major subdivision of the DCHA or an organizational segment that is clearly identifiable and distinguished from others in the DCHA in terms of mission, operation, function, and staff. The DCHA shall prepare the following:
 - (a) A description of the proposed competitive area or areas which includes a clearly stated mission statement, the operations, functions and organizational segments affected;
 - (b) An organizational chart of the DCHA which identifies the proposed competitive areas; and
 - (c) A justification for the need to establish a lesser competitive area.
2. The DCHA will notify employees of the competitive area or areas in which the reduction in force procedure will be conducted.
3. All employees within each competitive area identified pursuant to this section shall compete with each other. Employees in one competitive area shall not compete with employees in another competitive area.

Section F—Competitive Levels

1. The DCHA shall determine the positions which comprise the competitive level in which employees shall compete with each other for retention.
2. Assignment to a competitive level shall be based upon the employee's position of record.

3. An employee's position of record is the position for which the employee receives pay or the position from which the employee has, been temporarily assigned or promoted on a temporary or term basis.
4. A competitive level shall consist of all positions in the competitive area identified pursuant to Section E in the same pay system, grade or class, and series which are sufficiently alike in qualification requirements, duties, responsibilities, and working conditions so, that the incumbent in any one (1) position could perform successfully the duties and responsibilities of, any of the other positions, without the loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.
5. The composition of a competitive level shall be determined on similarity of the qualification requirements, including selective factors, to perform the major duties of the position successfully, the title and series of the positions, and other appropriate factors.
6. Separate competitive levels shall be established for the following:
 - (a) Positions under different pay schedules;
 - (b) Positions filled on a seasonal basis;
 - (c) Positions filled on a part-time basis;
 - (d) Positions filled on an intermittent basis;
 - (e) Positions filled by supervisors or managers; and
 - (f) Positions filled by employees in a formally designated trainee or developmental program.
7. Employees whose official position descriptions have the same title, series, and grade, but who have specialties which are identified on their position descriptions by parenthetical title, in accordance with applicable classification standards, shall be assigned to separate competitive levels.
8. A position shall be considered as being formally designated in a trainee or developmental program, if it has all the following characteristics:

- (a) The program shall have been designed to meet the DCHA's needs and requirements for the development of skilled personnel;
- (b) The program shall have been formally designated, with its provisions made known to employees and supervisors;
- (c) The program shall be developmental by design, offering planned growth in duties and responsibilities, and providing advancement in recognized lines of career progression.

Section G—Retention Register

- 1. The DCHA shall establish a retention register whenever a competing employee is to be released from his or her competitive level.
- 2. A separate retention register shall be prepared for each competitive level in the competitive area.
- 3. The retention register shall document the final action taken, and effective date of such action for each employee released from his or her competitive level.
- 4. Each competitive level shall be identified by the title, series, and grade of the position(s) which composed the competitive level. When a competitive level consists of two (2) or more different titles, each position title shall be identified on the retention register.
- 5. The retention register for each competitive level shall list all positions in the competitive level. A written justification shall be attached to the retention register when positions of the same title, series, and grade are placed in different competitive levels.
- 6. The retention register shall include all of the following:
 - (a) The name of each competing employee in the competitive level, whether in duty status or paid or unpaid leave status.
 - (b) The name of each competing employee in the competitive level who is receiving continuation of pay under the rules applicable under the predecessor Agreement.

- (c) The name of each competing employee in the competitive level who is in a leave-without-pay status based upon receipt of disability compensation benefits under the rules applicable under the predecessor Agreement.
 - (d) The name of each competing employee detailed or temporarily reassigned from the competitive level.
 - (e) The name of each competing employee temporarily promoted from the competitive level by a temporary or term promotion; and
 - (f) The name of each competing employee on a temporary assignment from the competitive level to a governmental entity or institution of higher education pursuant to authorized programs.
7. An employee on military duty with restoration rights as specified in applicable laws shall not be placed on a retention register.
 8. An employee who has received a written decision in accordance with this Agreement to demote him or her shall compete for retention in the position to which he or she will be demoted.
 9. At the bottom of the retention register or on a separate list appended to the retention register in the order set forth below shall be the following:
 - (a) The name and expiration date of the appointment or reassignment of each employee serving in a position in the competitive level who is in a specify limited temporary appointment or on a temporary reassignment;
 - (b) The name and expiration date of promotion of each employee serving in a position in the competitive level on a temporary or term promotion; and
 - (c) The name of each employee serving in a position in the competitive level with a current performance rating of unsatisfactory.

Section H—Retention Standing/ Tenure Groups

1. The name of each competing employee shall be listed on the retention register in the order of his or her retention standing.

2. Competing employees shall be categorized on a retention register in the groups listed in Section H (3) on the basis of tenure of employment, including additional credit as provided in Sections K, L, and M.
3. The retention register groups, in descending order of retention standing, shall be tenure group I; group II, and group III.
4. Within each group, employees shall be listed by their reduction in force service computation date, as defined in Section J, beginning with the earliest date.
5. Tenure group I shall include each employee (other than one in group II or Group III) who is not serving a probationary period.
6. Tenure group II shall include the following:
 - (a) Each employee serving a probationary period; and
 - (b) Each employee who has completed his or her probationary period, and who is in an obligated position.
7. Tenure group III shall include each employee serving under an indefinite appointment, a TAPER appointment, and a term appointment.

Section I—Non-competing Employees

1. An employee serving under a temporary appointment shall be a non-competing employee in a reduction in force and shall be terminated ahead of all competing employees in the competitive level without regard to length of creditable service or preference eligibility, unless the positions in the competitive level are not affected by the reduction in force.
2. An employee with an unsatisfactory performance rating shall be a non competing employee in a reduction in force and shall be terminated ahead of any competing employee in his or her competitive level without regard to length of creditable service or preference eligibility, unless the positions in the competitive level are not affected by the reduction in force.
3. To ensure that such employees are separated ahead of competing employees, they shall be listed separately be-

low group III employees on the retention register or on a separate list appended to the retention register, as provided in Section H.

Section J—Retention Standing: Length of Service

1. Creditable service in the determining length of service shall include all federal, District government, and military service otherwise creditable for Civil Service Retirement purposes under title 5 U.S.C. § 8332 or D.C. government retirement under D.C. Official Code §§ 1-626.2 (2001 ed.)
2. A reduction in force service computation date shall be established for each competing employee as specified in this section.
3. An employee's reduction in force service computation date shall be the date which reflects total creditable service plus additional service credit. If applicable, for an outstanding performance rating, veteran's preference and residency preference; and such date shall be one (1) of the following:
 - (a) The date of entrance' on duty, when there is no previous creditable service:
 - (b) The date obtained by subtracting total creditable previous service from the date the employee last entered on duty: or
 - (c) The date obtained by subtracting from the date established by Section J. 1 or the additional service credit allowed for one (1) or more of the following:
 - (i) A current performance rating of "Outstanding" in accordance with Section K;
 - (ii) A preference eligible in accordance with Section L; and
 - (iii) Residency preference in accordance with Section M.

Section K—Retention Standing/Performance Rating

1. Each employee who has a current performance rating of "Outstanding" shall be credited with four (4) years of additional service.

2. The current performance rating shall be the performance rating for the year which ended on the March 31 preceding the date of the reduction in force notice.
3. To be credited under Section K. 1, the performance rating must have been officially acted upon with all the necessary approvals, received in the HRD no later than thirty (30) days before the close of business of the day immediately before the reduction in force notice is issued.
4. A performance rating received by HRD after the date specified in Section K. 3 shall not change the employee's retention standing.

Section L—Retention Standing/Veterans Preference

1. In accordance with D.C. Official Code §1-624.02 (2001) veterans preference eligibility shall be determined in accordance with Federal law and regulations issued there under by the U.S. Office of Personnel Management.
2. Pursuant to the federal regulations referred to in L. 1, a retired member of a military service shall be considered' a preference eligible under this chapter only if he or she meets at least one (1) of the following conditions:
 - (a) The employee's military retirement is based on disability that either:
 - (i) Resulted from injury or disease received in the line of duty as a direct result of armed conflict; or
 - (ii) Was caused by an instrumentality of war incurred in the line of duty during a period of war as defined by §§ 10.1 and 301 of title 38 U.S. Code:
 - (b) The employee's military service does not include twenty (20) or more years of full-time active service, regardless of when performed. However, this total does not include periods of active service for training; or
 - (c) The employee has been employed continuously since November 30, 1964, in a position without a break in service of more than thirty (30) days.
3. An employee who would otherwise be considered a preference eligible under conditions in Section L. 2 (b) or (c)

shall not be considered a preference eligible for purposes of this chapter if the employee retired at or above the rank of major or its equivalent.

4. A preference eligible having a service-connected disability of thirty percent (30%) or more shall be credited with eight (8) years of additional service.
5. A preference eligible, other than as described in Section L. 4, shall be credited with four (4) years of additional service.

Section M—Retention Standing Residency Preference

1. Residency preference eligibility in a reduction in force shall be determined as follows; five (5) years of additional service shall be credited to all of the following:
 - (a) Each competing employee who is a bona fide resident of the District of Columbia;
 - (b) Each competing employee who is not a resident of the District of Columbia but who was hired prior to January I, 1980 and has continued employment without a break in service of one (1) workday or more since that date; and
 - (c) Each competing employee who is not a resident of the District of Columbia but who has a former employee of the U.S. Department of Health & Human Services at St. Elizabeth Hospital who accepted employment with the District of Columbia government or DCHA without a break in service effective October 1, 1987, and who has continued employment without a break in service of one (1) workday or more since that date.

Section N—Effective Date of Retention Standing

1. The retention standing of each employee released from his or her competitive level shall be determined as of the date of release.
2. When DCHA discovers an error in the determination of an employee's retention standing, it shall correct the error and adjust any erroneous reduction in force action in accordance with the employee's true retention standing as of the effective date established under this section.

Section O—Release from Competitive Level

1. A competing employee shall be released from a competitive level while any of the following is retained in that level:
 - (a) An employee with specifically limited temporary appointment;
 - (b) An employee with a specifically limited temporary or term promotion; or
 - (c) An employee with an “Unsatisfactory” performance rating.
2. A competing employee shall not be released from a competitive level while an employee with lower retention standing is retained in that level, except as required under Section P when an employee is retained under a mandatory exception.
3. Competing employees shall be selected for release from a competitive level in the inverse order of retention standing, beginning with the employee with the lowest retention standing on the retention register.
4. When one (1) or more but not all employees with the same reduction-in-force service computation dates in the same tenure group must be released from a competitive level, the ties shall be broken as follows:
 - (a) The employee who encumbers the position to be abolished shall be released;
 - (b) If still tied, the employee who has the least service in the agency shall be released, and
 - (c) If still tied, the last digit of the social security number shall be used and the employee with the lowest last digit shall be released.
5. When an employee is selected for release from his or her competitive level, the personnel authority shall separate the employee for service.

Section P—Mandatory Exceptions

1. When employees are released from their competitive levels under Section P, the special retention preferences outlined in this section shall be applicable.

2. Each group I or II preference eligible employee entitled to retention for one (1) year after restoration under the Vietnam Veterans Readjustment Assistance Act of 1974. (Title 38, U.S. Code § 2021-2026), shall be retained over other employees in his or her tenure group for the retention period.
3. Each group I or II non-preference eligible employee entitled to retention for either six (6) months or one (1) year after restoration under the Vietnam Veterans Readjustment Assistance Act of 1974, (title 38, U.S. Code §§ 2021-2026), shall be retained over other employees in his or her tenure group for the retention period.
4. The retention register shall indicate the reasons for any deviation from the regular order of selection required by Sections P. 2 and 3, respectively.

Section Q—Notice To Employees

1. Each competing employee selected for release from his or her competitive level under this chapter shall be entitled to written notice at least thirty (30) full days before the effective date of the employee's release.
2. The notice required by this section shall not be issued until the Executive Director has authorized the reduction in force procedure.
3. A notice shall not be issued less than thirty (30) days before the effective date of the employee's release.
4. In counting the thirty-day (30-day) minimum notice period, the day the employee receives this notice shall be omitted, and a notice period that ends on a Saturday, Sunday, or legal holiday shall be automatically extended to the next work day.
5. DCHA shall not retain an employee beyond the end of the notice period.
6. The notice to the employee shall specify the effective date of the employee's release from his or her competitive level.
7. A notice shall expire when followed by the action specified in the notice, or in an amendment made to the notice

before the agency takes the action. Such amendment shall be permitted without extension of the notice period only when the action to be taken is less severe than the action in the original notice.

8. A reduction in force action shall not be taken before the effective date of a notice.
9. An employee shall be retained in an active duty status during the notice period unless on leave pursuant to the leave provisions of this Agreement.
10. Each notice shall state the following:
 - a. The specific action to be taken and its effective date;
 - b. The employee's competitive area, competitive level, tenure group, and reduction in force service computation date;
 - c. The place where the employee may inspect this Agreement and/or other rules and records pertinent to his or her case;
 - d. The reasons for retaining lower-standing employee in the same competitive level, if applicable;
 - e. The employee's appeal rights, including the time limit for appeal and the location of the office to which an appeal should be sent; and
 - f. Specific information concerning the employee's right to priority placement consideration, if the employee will not be retained.

Section R—Records

1. The DCHA shall maintain the correct records needed to determine the retention standing of competing employees.
2. The DCHA shall allow inspection of retention registers and related records by the following:
 - a. A DCHA employee who is affected by the reduction in force, or his or her representative;
 - b. A supervisor or manager whose unit is affected by reduction in force;

- c. Others who are determined by the DCHA to have a legitimate need to review such materials in order to carry out their official duties.
3. All registers and records relating to an employee shall be preserved intact for at least one (1) year from the date the employee is issued a specific reduction in force notice, or until any appeal is decided, whichever is later.

Section S—Appeals

An employee may file an appeal contesting the separation procedures of this Article pursuant to the grievance procedures set forth in Article 9 of this Agreement, except that allegations of discrimination shall be filed pursuant to section 303 of the Human Rights Act of 1977 (D.C. Official Code § 2.1430.01 et. seq.).

PART II

DCHA REEMPLOYMENT PRIORITY PROGRAM

Section A—Reemployment Priority List

1. The DCHA shall establish and maintain a reemployment priority list for each competitive area in which it separates group I and II employees.
2. A group I employee's name shall remain on the reemployment priority list for two (2) years, and a group II employee's name for one (1) year from the date he or she was separated from his or her competitive level.
3. Employees covered under the provisions of this section shall be entered automatically on the list immediately after it has been determined that such employees are to be adversely affected by the reduction in force and not later than issuance of the notice of reduction in force.
4. The employee's name shall be entered on the DCHA reemployment priority list for all positions for which he/she is qualified as follows:
 - a. At his or her grade level at the time of separation;
and

- b. At any lower grade acceptable to the employee.

The DCHA may delete an employee's name from the list when he or she declines a non-temporary position with a tour of duty similar to the position from which separated and a representative rate the same as or higher than that of the grade of the position from which he or she was separated.

Section B—Appointment from DCHA Reemployment Priority List

1. When a qualified person is available on the DCHA's reemployment priority list, a position within that agency shall not be filled except as provided under this Agreement and shall not filled by the following:
 - a. A new appointment;
 - b. Transfer; or
 - c. Reemployment of a person not on the DCHA reemployment priority list.
2. Section B.1 shall not apply when all qualified persons on the DCHA reemployment priority list decline or have failed to respond to offers of employment.
3. In selecting employees on the DC reemployment priority list from among those adversely affected by reduction in force, but who have not yet been separated, offers of employment shall be made according to the employees' relative standing in their competitive levels. In this regard a lower standing employee shall not be offered a position if a higher standing employee qualified for the position unless the higher standing employee declines the position.
4. The order of priority in selecting from a DCHA reemployment priority list shall be as follows:
 - a. For positions from which separated, offers of employment shall be made according to the displaced employee's relative standing in his or her competitive level. In this regard, a lower standing displaced employee shall not be offered a position if a higher standing displaced employee is on the agency reemployment priority list unless the higher standing displaced employee declines the position; and

- b. For positions other than from which separated, preference shall be given to a tenure group I displaced employee over a tenure group II displaced employee, without regard to their relative standing within the tenure group.
5. When a position becomes available in the DCHA, preference shall be given to the reemployment of a person who is on the DCHA reemployment priority list.
6. The Executive Director may appoint a person not on the DCHA reemployment priority list or a person on the list with lower standing than others on the list only when it is necessary to obtain an employee for duties that cannot be taken over, without undue interruption to the DCHA, by a person on the list with higher standing than the person appointed.

PART III

SEVERANCE PAY

Section A—Eligibility

1. Each full-time and part-time employee with a regularly pre-scheduled tour of duty within each administrative workweek who has been currently employed for at least one (1) year who is not eligible for immediate retirement and who is involuntarily separated from the DCHA under the provisions of this Agreement shall be entitled to severance pay under the procedures set forth in this Section A.
2. Notwithstanding paragraph 1, above, the following employees are not covered and shall not be entitled to severance pay:
 - a. An employee serving under a term appointment or a temporary appointment except one so appointed for full-time employment without a break in service of three (3) calendar days following service under an appointment without time limitation if the employee has served one (1) year;
 - b. An employee who at the time of separation has fulfilled the requirements for an immediate annuity or is receiving an annuity under any District of Columbia or federal

retirement system include a member of the uniformed services;

- c. An employee who at the time of separation from the DCHA's service is receiving disability compensation under D.C. Official Code § 1-623.01 et seq. (2001 ed.) other than one receiving this compensation concurrently with pay or on account of the death of another individual;
- d. An employee who, at the time of separation from DCHA's service, is entitled to receive other severance pay from the District or Federal Government;
- e. An employee who is compensated on an honorarium, stipend, fee, per diem, or any other paid basis;
- f. An employee who is involuntarily separated from the DCHA's service by removal for cause on charges of misconduct delinquency or inefficiency;
- g. An employee who, at the time of separation from the DCHA's service, is offered and declines to accept an equivalent position (a position of like seniority, tenure, and pay other than a retained rate in DCHA).
- h. An employee who is offered an opportunity to transfer with a part of DCHA when it is transferred to or merged with a District controlled corporation, when the statute effecting the transfer or merger includes provisions to assure that an employee who transfers will be regarded as continuing in the employ of the District for purposes of health, life, and retirement benefits.

Section B—Computing Creditable Service

- 1. In computing an employee's creditable service for severance pay purposes, all service that is creditable for annual leave accrual purposes is included, except that military service is not to be counted unless it interrupts otherwise creditable civilian service.
- 2. Additional service credit is to be provided as follows:
 - a. Four (4) years of service credit for an employee who qualifies for veterans preference under District of Columbia law; and

- b. Three (3) years of service credit for an employee who qualifies for residency preference.
3. In computing an employee's total years of creditable civilian service, twenty-five percent (25%) of a year is to be credited for each three (3) months of service that exceeds one (1) or more full year.

Section C—Computation of Severance Pay

1. Severance pay consists of:
 - a. A basic severance allowance computed on the basis of one (1) week's basic pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years of which severance pay has not been received under any District or federal authority and two (2) weeks' basic pay at that rate for each year of civilian service beyond ten (10) years for which severance pay has not been received under any District or federal authority; and
 - b. An age adjustment allowance computed on the basis of ten percent (10%) of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.
2. In computing an employee's total years of age forty (40) years for the age adjustment allowance, credit is to be given at the rate of twenty-five percent (25%) of a year for each three (3) months that the employee's age exceeds forty (40).
3. Total severance pay may not exceed one (1) year's pay at the rate received immediately before separation. If at the time of separation, an employee is receiving a retained rate, that rate is his or her basic pay for purposes of computing severance pay.
4. A Severance Pay Worksheet shall be used to compute the severance pay fund for each employee who is separated with an entitlement to severance pay.
5. To obtain the severance pay fund, multiply the employee's weekly pay rate by the service factor for the number of years of creditable service; then multiply the result by the

age factor if the employee is over forty (40) years of age. The final result is the severance pay fund. If the severance pay fund exceeds the employee's annual rate of pay received immediately before separation the severance pay payable will be limited to the employee's annual rate of pay.

6. The service and age factors are to be used in computing severance pay. To obtain the severance pay fund, multiply the employee's weekly pay rate by the service factor for the number of years of creditable service; then multiply the result of the age factor if the employee is over forty (40) years of age. The final result is the severance pay fund. If the severance pay fund exceeds the employee's annual rate of pay received immediately before separation, the severance pay payable will be limited to the employee's annual rate of pay.
7. There is a lifetime fifty-two (52) week limit on the number of weeks an employee can ever be entitled to severance pay. Consequently, if an employee has previously received severance pay as a result of an earlier separation the number of weeks for which the employee previously received severance pay is to be deducted from the number of weeks it will take to exhaust the current computation of severance pay payable to the employee. .

Section D—Payment of Severance Pay

1. General Provisions.

- a. On an employee's separation, the DCHA will pay the employee the severance pay payable at the same pay period intervals as if still employed until the severance pay fund is exhausted, except that the final payment is to consist only of that portion of the severance pay fund remaining.
- b. If the employee dies before the end of the period covered by payments of severance pay, the payment of severance pay with respect to the employee is to be continued to the survivor of the employee.
- c. Severance pay payments are subject to deduction only for federal and District of Columbia or State income taxes, and, if applicable, FICA tax (social security).

- d. Severance pay payments cease when an employee is appointed to a full- or part-time permanent position. An employee may accept one or more temporary limited appointments while- receiving severance pay without losing his or her entitlement to severance pay; however, severance pay payments are suspended during the period of the temporary appointment(s).

2. Restrictions.

- a. If an employee is reemployed by the District or Federal Government before the end of the period covered by payments of severance pay, the payments are to be discontinued beginning with the date of reemployment. The service represented by the unused portion of the period is to be re-credited to the employee for use in any later computations of severance pay.
- b. Severance pay is not a basis for payment of any other type of District or Federal Government benefits, and may not be included in the basis for computation of such benefits. A period covered by severance pay is not a period of District or Federal government service or employment.

APPENDIX C

ENVIRONMENTAL PAY DIFFERENTIAL APPLICABLE TO DCHA EMPLOYEES

Section A—Policy

This policy describes the basis for DCHA approving and paying environmental pay differentials pursuant to Article 42 of this Agreement. A list of the categories of situations and the differentials payable for each category are included in Section G of this appendix. This list includes illustrative guidelines for the various degrees of unusual hazards, physical hardships and working conditions.

Environmental pay differentials are paid for exposure to:

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

The creation of an environmental pay differential will not deter DCHA's continuing efforts to abate the hazards, physical hardships, or working conditions of an unusual nature when said conditions are present in the work place.

Section B—Definition

Environmental pay differential means additional pay authorized as specified in this policy, and/or promulgated to conform hereto, for a category of situations. An environmental pay differential is paid to a DCHA employee who is exposed to a hazard, physical hardship, or working condition of an unusual nature which has been identified in a schedule of environmental pay differentials established by DCHA and set forth below. The schedule of environmental pay differentials shall determine the

methods of payment and the various degrees of hazards, physical hardships, and working conditions, of an unusual nature for which differentials are payable.

Section C—Schedule Of Environmental Pay Differentials

The amount of differentials shall be listed in the schedule of differentials as referenced in this appendix. Environmental pay differential shall be paid to employees on an actually exposed basis when the employee is performing assigned duties which expose him/her to an unusual hazard, physical hardship, or working conditions as indicated herein.

When an employee is entitled to an environmental pay differential on an actually exposed basis he/she shall be paid a minimum of one hour's differential for the exposure. For exposure beyond one hour, the employee shall be paid in increments of one quarter hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

An employee subjected to more than one hazard, physical hardship, or working condition of an unusual nature as cited in Section G shall be paid for that exposure which results in the highest differential but shall not be paid more than one (1) differential for the same hours of work.

An environmental pay differential shall be considered part of an employee's rate of basic pay in computing overtime, holiday, and Sunday premium pay, retirement deductions, and group life insurance deductions.

Some environmental differentials are payable whenever the criteria in the category definition are met. Other differentials are payable only if protective facilities, devices, or clothing have not practically eliminated the hazard, physical hardship, or working condition of an unusual nature categories. Categories which are subject to practical elimination contain language to that effect in the definition (e.g., "cold work").

Section D—Responsibility

When there appears to be a situation involving an unusual hazard, physical hardship or working condition, management should ensure that the employee to be affected has the appropriate equipment and clothing needed to properly address the situation. Such clothing and equipment will be issued in accordance with and Articles 15 and 17 of the Agreement.

Section E—Procedures

An employee who is exposed to an environmental situation shall be paid the environmental pay differential for all hours of duty in a pay period creditable for pay purposes.

The supervisor should keep a record of the exposure by completing a DCHA Incident Report Form. The form should be signed by the supervisor describing the hazardous situation, day(s) and hours during which the hazardous duty was performed and any protective clothing or devices supplied to the employee. The employee must also sign the incident report. A copy of the incident report should be forwarded with the appropriate time and attendance sheet to the DCHA Finance Department (payroll office) on the regularly scheduled date for time and attendance forms. The time sheet must reflect the number of hours in the “Hazard Duty” column for payment of the environmental pay differential. A copy of the Incident Report Form must also be forwarded to the Office of Risk Management, 1133 North Capitol Street, N.E., Suite 213, Washington, D.C. 20002.

Amendments to the categories in Section G in the form of additions changes or deletion may be made by the Executive Director at the request of any employee or by his/her collective bargaining representative.

Section F—Reporting Hazards

The payment of environmental pay differentials is not intended to condone work practices which place employees in life threatening or unduly dangerous conditions or circumstances which violate applicable work safety laws, rules and regulations. Managers and workers shall be trained to identify unsafe conditions and to initiate efforts to eliminate hazards and to protect employees to the greatest extent possible from any deleterious effect from exposure to unusual hazards, hardships or conditions. An effort should be made to eliminate each hazard or other hardship situation, including strict adherence to DCHA safety policies and procedures.

Employees and managers should report all hazardous conditions or potentially hazardous conditions to the Risk Management Office. The Risk Management Office also will hear any complaints or disputes from employees or managers concerning the safety of working conditions following the implementation of practical protection and abatement measures.

Section G—Category Of Exposure

1. High Work—Differential Rate 27%

Working on any structure at least one hundred (100) feet above the ground, deck, floor, or from the bottom of a tank or pit;

Working at a lesser height:

- (1) If the footing is unsure or the structure is unstable;
or
- (2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support) or
- (3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.

2. Dirty Work—Differential Rate 5%

Performing work which subjects the employee to soil of body or clothing:

- a. Beyond that normally to be expected in performing the duties of the classification; and
- b. Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health consideration (excessive temperature, asthmatic conditions, etc.), or
- c. When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.

3. Cold Work—Differential Rate 5%

Working in cold storage or other climate controlled areas where the employee is subjected to temperatures at or below freezing (32 degrees Fahrenheit).

4. Hot Work—Differential Rate 5%

Working in confined spaces wherein the employee is subjected to temperatures in excess of 110 degrees Fahrenheit.

5. Welding Preheated Metals—Differential Rate 5%

Welding various metals or performing an integral part of the welding process when the employee must work in confined spaces in which large sections of metal have been preheated to 150 degrees Fahrenheit or more, and the discomfort is not alleviated by protective devices or other means, or when uncomfortable protective equipment must be worn.

6. Micro-soldering or Wire Welding and Assembly—Differential Rate 5%

Working with binocular-type microscopes under conditions which severely restrict the movement of the employee and impose a strain on the eyes, when soldering or wire welding and/or assembly of miniaturized electronic components.

7. Explosives and Incendiary Material—High Degree Hazard—Differential 10%

Working with or in close proximity to explosives and incendiary materials which involves permanent or temporary, partial or complete, loss of sight or hearing, partial or complete loss of any or all extremities, other partial or total disabilities of equal severity, and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for such personal injury. Normally such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area, and could result in personal injury to adjacent employees.

Examples:

- (a) Working with, or in close proximity to operations involved in testing, inspection, renovation, maintenance, and disposal such as:
- (b) Screening, blending, drying, mixing, and pressing of sensitive explosives and pyrotechnic compositions such as lead azide, black powder, and photoflash powder.

8. Explosives and Incendiary Material—High Degree Hazard—Differential 5%

Working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration

of hands, face, or arms of the employee engaged in the operation and possible adjacent employees, minor irritation of the shin, minor burns, and/or minimal damage to immediate or adjacent work area or equipment being used.

Example:

- (a) All operations involving loading, unloading, storage, and hauling of explosive and incendiary material.

9. Poisons (Toxic Chemicals)—High Degree Hazard— Differential Rate 10%

Working with or in close proximity to poisons (toxic chemicals) other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of acuities and/or loss of life including exposure of an unusual degree to toxic chemicals, dust, or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury.

Examples:

- (a) Handling and storing toxic chemical agents including monitoring of areas to detect presence of vapor or liquid chemical agents, examining of material for signs of leakage or deteriorated material, decontaminating equipment and work sites, work relating to disposal of deteriorated material (exposure to conjunctivitis, pulmonary edema, blood infection, and impairment of the nervous system, possible death).
- (b) Visually examining chemical agents to determine conditions or detect leaks in storage container.
- (c) Transferring chemical agents between containers.
- (d) Salvaging and disposing of chemical agents.

10. Poisons (Toxic Chemicals)—Low Degree Hazard— Differential Rate 5%

Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in direct contact with or exposed to the more

toxic agents as in the case with the work described under high hazard for the class of hazardous agents.

Examples:

- (a) Handling for shipping, marking, labeling, hauling and storing loaded containers of toxic chemical agents that have been monitored.

11. Micro-Organisms—High Degree Hazard—Differential Rate 10%

Working with or in close proximity to micro-organisms which involves potential personal injury such as death, or temporary, partial, or complete loss of faculties or ability to work due to acute, prolonged, or chronic disease. These are work situations wherein the use of safety devices and equipment, medical prophylactic procedures such as vaccines and antiserums and other safety measures do not exist or have been developed but have not practically eliminated the potential for such personal injury.

Example:

- (a) Direct contact with primary containers of organisms that are pathogenic for man such as culture flasks, culture test tubes; hypodermic syringes and similar instruments, and biopsy and autopsy material.

12. Micro-Organisms—Low Degree Hazard—Differential Rate 5%

Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms that are pathogenic for man, such as culture flask, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material.

**MEMORANDUM OF UNDERSTANDING REGARDING
A LEAVE BANK COMMITTEE
BETWEEN
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2725
AND
DISTRICT OF COLUMBIA HOUSING AUTHORITY**

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), agree to establish a leave bank for employees of the DCHA. It is the intent of the Parties to establish the Leave Bank Committee within six (6) months of execution of the Collective Bargaining Agreement.

The Leave Bank Committee shall consist of two (2) representatives appointed by the DCHA's Executive Director and two (2) representatives appointed by the Union's President.

Issues that cannot be resolved by the Leave Bank Committee shall be resolved by the Executive Director and the Union President.

Policies and Procedures established by the Leave Bank Committee shall bear the signature of DCHA's Executive Director and the Union's President.

*Michael Kelly, Executive Director,
District of Columbia Housing Authority*

*Eric Bunn, President,
American Federation of Government Employees,
Local 2725*

**MEMORANDUM OF UNDERSTANDING REGARDING
AN ALTERNATIVE WORK SCHEDULE COMMITTEE
BETWEEN
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2725
AND
DISTRICT OF COLUMBIA HOUSING AUTHORITY**

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union) (collectively references as the Parties), agree to establish an Alternative Work Schedule Committee which shall establish procedures for creation of alternative work schedules.

Alternative work schedules (AWS) includes both flexible work schedules (FWS) and compressed work schedules (CWS).

Alternative work schedules shall not be established without agreement between the Parties regarding, but not limited to, work areas and employees eligible for participation, the parameters applicable to work schedules established, how and when AWS will begin or end and applicability of overtime or compensatory time provisions in accordance with the provisions of Article 40 of the Collective Bargaining Agreement.

The Alternative Work Schedule Committee shall consist of two (2) representatives appointed by the DCHA's Executive Director and two (2) representatives appointed by the Union's President and shall be convened no later than ninety (90) days after execution of this Collective Bargaining Agreement.

*Michael Kelly, Executive Director,
District of Columbia Housing Authority*

*Eric Bunn, President,
American Federation of Government Employees,
Local 2725*

**MEMORANDUM OF UNDERSTANDING REGARDING
INCREASES IN THE EMPLOYER'S CONTRIBUTION
TO OPTICAL, DENTAL AND LEGAL PLANS**

BETWEEN

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2725**

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), agree as follows:

- DCHA shall increase the employer's contribution to the Dental Plan by four dollars and fifty cents (\$4.50) per employee per month.
- DCHA shall increase the employer's contribution to the Legal Plan by three dollars and twenty five cents (\$3.25) per employee per month.
- DCHA shall increase the employer's contribution to the Optical Plan by two dollars (\$2.00) per employee per month.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

**MEMORANDUM OF UNDERSTANDING REGARDING
PRINTING OF THE OCTOBER 1, 2007
THROUGH SEPTEMBER 31, 2010 COLLECTIVE
BARGAINING AGREEMENT**

BETWEEN

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2725**

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and the American Federation of Government Employees, Local 2725 (the Union, collectively The Parties) hereby agree as follows:

- The printing of the Collective Bargaining Agreement (the Agreement) which is the subject of this Memorandum of Understanding will be the responsibility of the Union.
- The DCHA shall reimburse the Union for reasonable expenses incurred for printing the Agreement within thirty (30) days of receipt of the Union's documented request for reimbursement.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

**MEMORANDUM OF UNDERSTANDING REGARDING
A CAREER LADDER FOR MAINTENANCE
MECHANICS AND HOUSING
MANAGEMENT ASSISTANTS**

BETWEEN

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 2725**

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), agree to create career ladders for the above cited positions as follows:

A. Maintenance Mechanics Career Ladder Grades 9 and 10

1. Employees who have occupied a grade 9 Maintenance Mechanic position for one year shall be promoted to the next grade in the career ladder.
2. Employees who do not have one year time in grade shall be promoted on the date the one year time in grade is reached.

B. Housing Management Assistants Career Ladder Grades 7 and 8

1. Employees who have occupied a grade 7 Housing Management Assistant position for one year shall be promoted to the next grade in the career ladder.
2. Employees who do not have one year time in grade shall be promoted on the date the one year time in grade is reached.

C. Effective Date for Promotions

1. The effective date of promotions accomplished in accordance with item A 1 and 2 and item B 1 and 2, above, shall be at the beginning of the first full pay period after May 1, 2008.

2. Employees shall receive back pay from the effective date of the promotion until the promotion is actually accomplished.
3. Subsequent career ladder promotion shall occur after one year of satisfactory performance in the lower grade.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

**MEMORANDUM OF UNDERSTANDING REGARDING
PROMOTION OF LABORERS, LABOR LEADERS,
MAINTENANCE WORKERS, MAINTENANCE
HELPERS AND EMPLOYEES WHO OCCUPY
POSITIONS IN THE “TRADES” CATEGORY
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 2725
AND
DISTRICT OF COLUMBIA HOUSING AUTHORITY**

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government employees (the Union) agree as follows:

1. Effective on the beginning of the first full pay period after May 1, 2008, employees who occupy positions in the Laborer, Labor Leader, Maintenance Worker and Maintenance Helper category shall be promoted to one grade higher than their current grade.
2. Effective on the beginning of the first full pay period after May 1, 2008, employees who occupy positions in the “Trades” category shall be promoted as follows:
 - Employees who are required to have a “Masters” license related to the trade, and who currently have such a license, who are currently at grade RW-11 shall be promoted to grade RW-12.
 - Employees who are at grade RW-10 shall be promoted to grade RW-11.
 - Employees who are at grade RW-9 shall be promoted to grade RW-10.
3. Employees shall receive back pay from the effective date of the promotion until the promotion is actually accomplished.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

NOTES

NOTES

**Master Agreement
On Compensation and Working Conditions**

Between

Fraternal Order of Police/DCHA Labor Committee

And

The District of Columbia Housing Authority

January XX, 2014

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ARTICLE 1

PREAMBLE

Section A

This Agreement is entered into between the District of Columbia Housing Authority (hereinafter "DCHA," "Agency," or "Management") and the Fraternal Order of Police/DCHA Labor Committee (hereinafter "FOP" or "Union," collectively, DCHA and the Union shall be referred to as the "Parties").

Section B

The Parties hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the Parties.

Section C

The Parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

Section D

The Parties affirm without reservation the provisions of this Agreement and agree to honor and support the commitments contained herein. The Parties also agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to in this Agreement, but which does not preclude informal communications.

Section E

It is the intent and purpose of the Parties to promote the efficient operation of the DCHA and DCHA Police Department (hereinafter "DCHAPD") in the performance of its mission to provide protection for DCHA's residents, employees and properties, both real and personal. DCHA will post notices to inform DCHA residents of the role and jurisdiction of the DCHA police Department. These notices will be posted in the lobby of the main buildings. In addition, DCHA will remind residents of the authority of the DCHA Police Department at monthly residents meeting.

ARTICLE 2 RECOGNITION

Section A--Recognition of the Union

DCHA recognizes the Union as the exclusive representative of a unit consisting of the following employees of the DCHAPD described by the District of Columbia Public Employee Relations Board (PERB) in PERB Case No. 00-RC-01, Certification No. 118, April 5, 2001, as amended by the decision and order in PERB Case No. 05-U-02, Certification No. 135, April 7, 2006:

All special police officers, police officers and senior police officers, and security officers employed by the District of Columbia Housing Authority, Police Department (DCHA); excluding, management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

Section B--Composition of the Bargaining Unit

The employees in the DCHA Bargaining Unit represented by the FOP are the following:

1. DCHA Special Police Officers ("SPO's"), who are privately commissioned Police Officers with full arrest powers within an area or premises which the officer has been employed to protect. The commission is conditional and is required to be renewed each year or for a longer period if approved by MPD;
2. DCHA Police Officers and Senior Police Officers, who are sworn police officers of the DCHAPD, and
3. DCHA Security Officers licensed by MPD.

Section C--Unit Clarification

1. When a position changes or a new position is established and the Parties differ as to whether the position is inside or outside the Bargaining Unit, either Party may file a unit clarification petition with the PERB.
2. If PERB issues an order modifying the Bargaining Unit, the provisions of this Agreement shall apply to the members of the modified unit.

ARTICLE 3

GOVERNING LAWS AND REGULATIONS

Section A

In the event that any DCHA or DCHAPD rules, regulations, issuances or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail. It is understood that DCHA rules and regulations, as well as DCHAPD General Orders, rules and regulations, issuances and policies that are not in conflict with the provisions of this Agreement, including, specifically, the Manual of Policy and Procedures promulgated by the DCHA for Police Officers, Senior Police Officers, Special Police Officers, and Security Officers whether or not specifically incorporated herein, shall be applicable to Bargaining Unit employees.

Section B

The DCHA is established as an independent authority of the District government. DCHA is a corporate body, intended, created and empowered to effectuate the purposes stated in the District of Columbia Housing Authority Act of 1999 (the "Housing Authority Act"), and it shall have a legal existence separate from the District government (D.C. Official Code §6-201 et seq. (2001)). With the exception of subchapters V, XXVII, XV-A, XXI, XXII, XXIII and XXVI, employees shall be exempt from the coverage of the provisions of the Comprehensive Merit Personnel Act applicable to other employees of the District of Columbia Government (D.C. Official Code §1-601, et seq.).

The DCHAPD is the police force that DCHA is authorized to create under the Housing Authority Act and shall have all of the powers and authority granted therein and under District of Columbia law.

Section C

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

ARTICLE 4
UNION/MEMBER RIGHTS AND RESPONSIBILITIES

Section A

1. Any member may join or refrain from joining the Union without interference, coercion, restraint, discrimination or reprisal from the DCHA or the Union.
2. DCHA will take no disciplinary, discriminatory or reprisal action against a Union officer or member for expressing an opinion in favor of, or engaging in activities in support of, the Union.
3. The terms and conditions of the Agreement shall apply to all members in the Bargaining Unit without regard to Union membership.
4. DCHA will not restrain or coerce any member in the exercise of any rights granted under this Agreement, and will not discriminate against or take reprisals against any member for exercising any rights granted under this Agreement.

Section B

Union officials, members, agents or employees will not carry on Union business on DCHA time or premises, except as authorized by this Agreement, or otherwise interfere with an on-duty member's performance of DCHA duty.

Section C

A member who requests representation is entitled to no more than one (1) Union representative.

Section D

The Union will provide to Management a list of current officers and stewards and will provide written notification to DCHA, within two (2) days, of any change in the list. Only those persons whose names appear on the list will be recognized by Management as Union officers or stewards, and the number of persons will not exceed eleven (11).

Section E

The Union will provide training to its officers and stewards regarding its and their rights and responsibilities.

Section F

DCHA will recognize and appropriately respond to a written communication from the Union in connection with matters affecting the rights of more than one (1) member only if the document is signed by the Chairman, except that the Chairman may designate in writing a person who is responsible for communicating with management on a particular matter.

Section G

Nothing in this Agreement precludes a member from electing to represent himself/herself or selecting a non-Union representative in a matter, except that no rival organization may represent any bargaining-unit member.

Section H

Nothing in this Agreement is intended to waive the legal rights of any member unless clearly and unequivocally expressed herein, including the right to member or personnel benefits and policies generally available to DCHA employees which have not been abridged by this Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

DCHA shall retain the sole right, authority, and complete discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the DCHAPD in all aspects including, but not limited to, all rights and authority held by the DCHA prior to the signing of this Agreement.

Such management rights shall not be subject to the negotiated grievance procedures or arbitration provided herein. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to DCHA:

1. To direct members of the DCHAPD;
2. To determine qualifications of members for appointment, promotion, step increases and standards of employment, appearance and conduct;
3. To hire, promote, transfer, assign and retain members in positions within the DCHAPD and to suspend, demote, grant or deny any within grade increase, discharge or take other disciplinary action against members for cause;
4. To relieve members of duties because of lack of work or other legitimate reasons;
5. To take any action necessary to carry out the mission of the DCHA, in an emergency situation, and to alter, rearrange, change, extend, limit or curtail its operations or part thereof;
6. To maintain the efficiency of the DCHA and DCHAPD operations entrusted to DCHA;
7. To determine the number of members and the number, types and grades of positions of members assigned to an organizational unit, work project, tour of duty, and the technology of performing its work, or its internal security practices; and
8. To formulate, change or modify DCHA rules, regulations and procedures, except that no rule, regulation, or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement.

ARTICLE 6

PROBATIONARY MEMBERS

Section A

All members covered by this Agreement shall be required to serve an initial probationary period of one (1) year after appointment to any position with the DCHAPD. The one (1) year probationary period begins on the day after the date that the member successfully completes all requirements. No prior service with any other District of Columbia agency shall be used to satisfy this requirement for an initial probationary period with DCHA. Members serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the applicable DCHA or DCHAPD rules and regulations governing probationary employees. Any Special Police Officer or Security Officer who is promoted to the position of Police Officer shall be required to serve an additional promotional probationary period of one year after successfully completing all the requirements of the Training Academy.

Section B

1. DCHA will endeavor to provide a probationary member with guidance necessary for him to satisfy the prerequisites of his position, and provide progress reports as provided in the Personnel Policy Manual.
2. A probationary member may challenge his termination on his own under any applicable statute, but not under the provisions of this Agreement.

ARTICLE 7 EVALUATIONS

1. DCHA will include police-related performance criteria in its annual performance evaluation of each member that will compare the member's performance with the standards and elements established for his/her position.
2. DCHA will publish established performance standards to each member and will not hold a member accountable for standards that have not been communicated to him/her before the evaluation period.
3. Any performance standard must be reasonably specific, feasible, relevant and measurable to be used to evaluate whether a member has met or is achieving DCHA objectives for his/her position.
4. A member has the right to submit a written rebuttal to the Department of Human Resources, after his/her immediate supervisor has signed off on the performance evaluation.
5. The Department of Human Resources will consider the rebuttal before signing off on a performance evaluation.
6. Individual performance evaluations shall not be grievable.
7. The supervisor who directly supervised a member for the longest period of time within the rating period shall be the primary rating official.

ARTICLE 8

LABOR-MANAGEMENT COMMITTEE

Section A

The Parties will establish a Labor-Management Committee (the "Committee") that will consist of three members appointed by each Party.

Section B

The Committee will meet with the DCHAPD Chief of Police or his/her designee and the Director of Human Resource Management or his/her designee once every month, and may meet at other times as necessary upon the mutual agreement of the Parties. The Executive Director shall attend the first meeting of the Committee following the execution of this Agreement.

Section C

DCHA will grant administrative time to members of the Committee who are appointed by the Union to attend a labor-management meeting when it is held during the members' regular tour of duty.

Section D

The Parties may agree to allow guests of either Party to attend a meeting of the Committee.

Section E

At least three (3) days prior to any scheduled meeting the Parties will exchange agendas, which may include for discussion any matter of mutual interest, other than individual disciplinary actions, appeals or grievances, except that the Parties may discuss underlying systemic problems which may have led to complaints or grievances about disciplinary actions. In the event that the Union fails to submit its agenda as required, DCHA may cancel the meeting.

Section F

DCHA and the Union agree to alternate the responsibilities for preparing minutes detailing the matters discussed by the Committee during each meeting. DCHA will prepare the minutes for the first Committee meeting. Thereafter, the Parties will alternate the responsibilities of preparing minutes for each subsequent meeting.

Section G

The Committee may submit a written recommendation following the meeting to the Executive Director or his/her designee, who will respond to the recommendation no later than the next scheduled meeting of the Committee.

ARTICLE 9
DISTRIBUTION OF THE AGREEMENT AND ORIENTATION OF MEMBERS

Section A

DCHA will print or otherwise reproduce copies of this Agreement and will distribute a copy to each individual currently in the Bargaining Unit and to each new member thereafter entering the Bargaining Unit. The costs associated with printing or reproduction will be borne by DCHA.

Section B

DCHA will allow the Union to make a presentation, not to exceed thirty (30) minutes, at all orientations for new members of the Bargaining Unit, during which time the Union will be allowed to distribute documents and information pertaining to Union membership.

Section C

DCHA will provide reasonable advance notice to the Union of the date, time and place of all orientation sessions.

Section D

1. DCHA will include the following statement in any member handbook or orientation materials distributed to Bargaining Unit members:

"The Fraternal Order of Police/DCHA Labor Committee (FOP) represents the officers, senior officers, special police officers and security officers (collectively referred to as "officers") of the DCHA Police Department. The FOP is the exclusive Bargaining Unit representative for the officers and is available to assist them in any employment-related matter. You may contact the FOP through its elected officers and stewards or at the business office at 711 4th Street, NW, telephone number 202-408-7767."
2. DCHA will list "Fraternal Order of Police/DCHA Labor Committee 202-408-7767" or comparable information in its telephone directory and DCHA will provide a copy of its telephone directory to the Union.

ARTICLE 10
UNION SECURITY AND DUES DEDUCTIONS

Section A

Membership in the Union is not a condition of employment with the DCHAPD.

Section B

DCHA will deduct Union dues as provided in this section.

1. DCHA shall deduct Union dues from the wages of each unit member, whether paid on a bi-weekly basis or otherwise, upon authorization by the member.
2. DCHA shall start deducting Union dues within two (2) pay periods following the submission of the member's authorization.
3. A dues-deduction authorization may be canceled by a member upon written notification to the Union and DCHA at least thirty (30) days prior to the requested effective date of the cancellation. If the member remains in the Bargaining Unit, DCHA shall withhold a service fee in accordance with Section C of this Article.

Section C

DCHA will deduct service fees from member wages as provided in this section.

1. DCHA shall deduct, without a written authorization, a service fee from the wages, whether paid bi-weekly or otherwise, of each unit member who does not become a member of the Union.
2. DCHA shall start deducting service fees from each unit member who is not a Union member within two (2) pay periods of the member's entry on duty, and shall start deducting service fees from each current unit member who is not a Union member no later than the second full pay period following the effective date of this Agreement.
3. The service fee shall be equal to the bi-weekly Union dues which are attributable to representation and in an amount determined by the Union, and the Union will provide written notice thereof to DCHA.

Section D

1. DCHA does not assume any obligation with regard to the deduction of dues other than that expressed herein.
2. The Parties acknowledge that DCHA shall not be held liable by any member for any adverse consequences or direct or indirect damages relating in any way to errors or omission in carrying out the provision of this Article.

ARTICLE 11

NO STRIKES

Section A

For the purpose of this Agreement, the term “strike” includes any strike or concerted action with others involving failure to report for duty; the willful absence from one’s position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the DCHA.

Section B

Neither the Union nor any member in the Bargaining Unit shall initiate, authorize, actively support or participate in a strike.

Section C

Any member who engages in a strike, as defined herein, will be terminated if DCHA proves that misconduct by a preponderance of the evidence in compliance with the provisions of Article 14 and provided the dismissal is sustained on appeal, if any.

Section D

In the event of a strike as prohibited by this Article, DCHA agrees that there shall be no liability on the part of the Union provided that upon notification, in writing, by DCHA of said strike, the Union meets the following conditions:

1. Within no more than eight (8) hours after receipt of written notification by DCHA of any strike, the Union shall publicly disavow the action by posting a notice on each Union space on DCHA bulletin boards and issuing a press release to the media stating the strike is unauthorized and unsupported by the Union. Notwithstanding the provisions contained in Article 24, the Union may use DCHA facilities for the limited purpose of carrying out its responsibilities under this Article.
2. The Union shall in good faith urge (in writing, verbally, or both) the members in the Bargaining Unit to return to work. The Union’s failure to comply with the above condition, in the event of a strike in which members of the Bargaining Unit participate, shall be grounds for DCHA to terminate this Agreement.

Section E

DCHA agrees not to lock out Bargaining Unit members, but it may close any facility and take any

actions necessary to provide for the safety of members and the public at large provided that it notifies the Union in advance or as soon as possible after taking the action.

ARTICLE 12 UNION TIME

Section A -- Union Representative

1. Disciplinary Actions

- a. DCHA will allow a Union representative a reasonable amount of union time, not to exceed thirty (30) minutes, to confer with a member before the member provides a statement in any matter which is or may become a disciplinary action. If the member or Union representative involved is working at a fixed post at the time, the member may conduct the initial conference with Union representative by telephone.
- b. A member has the right to have an on-duty Union representative with him for the duration of any interview in which he/she is to answer questions in any administrative investigation in which the member is a target or, during the course of the interview, becomes a target of the investigation.
- c. If for a justifiable reason, no Union Representative is available to provide consultation within that time, the DCHAPD shall delay questioning for up to one (1) day in which the member will identify and consult with a Union Representative.

2. Non-disciplinary Grievances

- a. DCHA will allow a member and his/her on-duty Union representative a reasonable amount of time, not to exceed thirty (30) minutes, to confer about a grievance or potential grievance. If the member and the Union representative involved are working at fixed posts at the time, they may conduct the conference by telephone.
- b. DCHA will allow a Union official sufficient time to file and negotiate a non-disciplinary grievance and to attend the arbitration of that grievance.

Section B -- Training

DCHA will allow Union representatives to attend shop steward training while in a duty status.

Section C -- Union Administration

1. DCHA will allow elected Union officials union time in which to perform Union-related activities.

2. The Union Chairman, or his/her designee, will submit a notice to excuse a named Union official for this purpose at least five workdays prior to the desired date, although DCHA may approve an absence for this purpose without notice.
3. DCHA may rescind an approved absence under this section for a declared emergency by the DCHAPD Chief of Police, provided that it will allow the absence as soon as possible after the expiration of the emergency.

Section D -- Union Meetings, Conferences and Police Ceremonies

DCHA will allow members union time to attend Union activities, meetings, conferences, and ceremonies upon timely request from the Chairman.

DCHA agrees to provide office space for use by the Union at headquarters located at 1133 North Capitol Street, NE for official union business only.

Section E -- Other Meetings and Conferences

1. DCHA will not holdover any elected Union official when the holdover would prevent the official from attending the Union's monthly meeting, provided that the Union has given written notice of its meeting to the Chief of Police at least five (5) days in advance of its meeting.
2. DCHA will not unreasonably deny the use of personal leave by Union officials or members to attend Union or police-related conferences or meetings.

Section F -- Effect of Absences

DCHA will not count any absences under this Article against the Union or DCHA members under the agreed-upon PIC compensation formula.

Section G -- Limitations on Use of Union Time

1. DCHA will allow one thousand (1000) paid hours each year for approved absences for Union members with respect to activities referred to in this article. In addition, DCHA shall allow the Chairperson to work exclusively on Union matters during one half of his/her scheduled tour each week; however the total number of hours shall not exceed 1040 hours per year.
2. The Union Chairman shall make all necessary requests for approval for the use of paid hours under this Article, and shall submit a request to a DCHAPD official of the rank of lieutenant or above, indicating the date, time and name of the member.
3. The Chairman shall file a monthly report of the paid hours used under this Article.

4. Union time for meetings and negotiations between Union officials and DCHAPD required by the provisions of this Agreement shall not count against the allowance set forth in Section G(1).

Section H—Requests for Union Time

The Union will endeavor to request union time as far in advance as possible and DCHAPD will respond to the request within twenty-four (24) hours of the request, unless the request is filed on Friday, Saturday or Sunday. If it is filed on a Friday, Saturday or Sunday, DCHA will respond by Tuesday at 10:00 a.m.

ARTICLE 13
RELEASE OF INFORMATION

Section A

A Party may obtain from the other the information, data or records necessary for and relevant to the enforcement of the terms of this Agreement or relevant to negotiations. The Union also may request, and DCHA shall provide, information, data or records pertaining to an individual member which is not otherwise restricted by law within a reasonable time.

Section B

The requesting Party will reimburse the other for costs incurred in producing the requested material.

Section C

DCHA will provide to the Union the following information identified in this section without a request.

1. One copy of all new or revised statements of policy which affect members in the Bargaining Unit after the statements are finalized.
2. Each month a list of all members in the Bargaining Unit, including as to each member his name, job title, series and grade, type of appointment and status.
3. EEO-1 reports and data relevant to the Bargaining Unit.
4. Merit staffing vacancy announcements as they are first posted.

ARTICLE 14
HEALTH AND SAFETY AT THE WORKSITE

Section A

DCHA and the Union agree to exert every reasonable effort to provide and maintain safe working conditions and health protections for members of DCHAPD which are consistent with the Occupational Safety and Health Administration (OSHA).

Section B

Employees shall be alert to practices, equipment and conditions that constitute a safety or health hazard and shall report such conditions to their immediate supervisors and/or the Watch Commander.

Section C

Stewards may bring to the attention of the Watch Commander any perceived safety or health hazard and DCHA will provide a response to that steward or to the Union within three (3) workdays.

Section D

Employees involved in any type of on-duty accident shall, unless physical injury prevents them from doing so, immediately notify the Watch Commander and execute all required forms prior to release from their tour of duty.

Section E

DCHA will implement measures necessary to insure that the DCHA staff responsible for the maintenance and cleaning of DCHA buildings will keep post areas and restrooms used by members in a clean and sanitary condition.

Section F

Employees injured in any manner off duty shall, submit a detailed explanation of how the injury incurred within a twenty-four (24) hour period, unless the injury prevents them from doing so.

Section G

The parties shall discuss health and safety at the worksite at any Labor-Management Committee meeting without the necessity of including the subject in the pre-meeting agenda. That committee will ensure to the extent possible that the health and safety concerns of the members are addressed by DCHA in a timely manner. As an extension of the Labor-Management Committee, both parties agree to establish a Health and Safety Sub-committee

that will be chaired by the Deputy Executive Director of Operations. The sub-committee will meet quarterly, or as necessary, to address any health and safety issues regarding the posts and/or work assignments.

Section H

DCHA shall conduct yearly inspections at all worksites to which DCHAPD personnel are assigned and shall provide a copy of the inspection report to the Union.

Section I

DCHA shall abate any hazardous conditions at all worksites as required by law or as recommended by a certified inspector and shall provide to the Union copies of any inspection reports or reports of the corrective actions taken.

ARTICLE 15 DISCIPLINE

Section I. Definitions, General and Notice

Section A -- Definitions

- a. *"Administrative Suspensions"* temporarily prohibit a member from performing police duty following a loss of police powers.
- b. *"Admonition"* is an oral warning or letter of prejudice indicating disapproval of a specific act, infraction or violation of policy, the repetition of which could result in a more serious disciplinary action.
- c. *"Days"* refers to workdays, not including Saturdays, Sundays and holidays, unless otherwise specified.
- d. *"Disciplinary action"* is, in order of gravity from least to most severe, an admonition, reprimand, suspension, reduction in rank, grade or pay, or removal.
- e. *"Disciplinary Action Notice"* shall be the form of any written disciplinary action.
- f. *"Mitigating or aggravating factors"* are those matters relevant to management's selection of the gravity of the disciplinary action and the severity of any penalty.
- g. *"Nexus"* means a reasonable connection between the conduct of a member and the ability of the member to perform his/her job or the ability of DCHA to perform effectively.
- h. *"Reduction in grade"* is an involuntary personnel action, which lowers the grade level of a member.
- i. *"Reduction in pay"* is an involuntary personnel action that reduces a member's scheduled rate of pay.
- j. *"Removal"* is the involuntary separation from DCHA employment for cause as specified in this Agreement.
- k. *"Reprimand"* is a written censure issued to a member concerning a specific act, infraction or violation of policy, but which does not impose any more serious form of disciplinary action.
- l. *"Revocation of Police Powers"* means that a member's powers to enforce the laws, rules and regulations of the District of Columbia in the DCHA Properties or otherwise, are revoked. A member whose police powers have been revoked

shall not wear any portion of his/her uniform, display a DCHA badge or use a DCHA-issued service weapon.

- m. *"Suspension"* is an involuntary personnel action by which a member is placed in a temporary non-duty, non-pay status, provided that no suspension shall exceed thirty (30) days unless ordered by an arbitrator or other legal authority.

Section B--General

1. DCHA will not admonish, reprimand, suspend, reduce in rank, grade or pay, or remove a member, except as provided in this Article.
2. DCHA shall administer disciplinary actions in a fair, equitable, consistent, objective and nondiscriminatory manner. DCHA shall ensure that members' representatives and witnesses shall be free from restraint, coercion, interference or reprisal by DCHA or its members in the administration of discipline.
3. Disciplinary actions shall be taken for cause, including, but not limited to, the infractions set forth in the attached Table of Appropriate Penalties in Appendix A of this Agreement. In this context, "cause" refers to the reason why management intends to impose discipline; "just cause" means that the reason is legitimate. A member has the right to a timely notice of a proposed disciplinary action, the opportunity to respond to the proposal and a decision by management on the merits. A lawful Reduction in Force (RIF) is not a disciplinary action.
4. Disciplinary actions other than removals are to be corrective and not punitive in nature.
5. After discovery of the incident, a supervisory official designated by DCHA shall conduct an investigation of the incident. A designee of the Director of Human Resources shall review the investigation, the compilation of any required documentation, and the recommendation of the official before a decision is made on whether to propose a disciplinary action. DCHA will initiate any disciplinary action promptly following completion of any necessary investigation, but not later than 65 calendar days from the date upon which DCHA learned of the alleged misconduct. The requirements of this subsection shall not apply, however, during the pendency of a Metropolitan Police Department Force Investigation Team (F.I.T) discharge investigation or a criminal investigation into the incident and until the prosecuting office issues a write-off declining prosecution.
6. Unless the parties agree to an extension of time, DCHA will impose disciplinary actions within 55 calendar days of its final agency decision, and will do so in a manner that is consistent with the principles of "progressive discipline." DCHA will predicate its decision on the nature and gravity of the offense, its relationship to the member's assigned duties and responsibilities, the member's work record and other relevant factors (e.g., "Douglas Factors"). Consideration will be given to any aggravating or

mitigating circumstances where appropriate and such consideration shall be included in writing in the disciplinary action file.

7. In showing that a member's conduct would affect or has affected adversely the ability of the member or the DCHA to perform effectively, DCHA must demonstrate nexus. Any nexus, which is relied upon, must be set forth in the Disciplinary Action Notice. Case law, arbitration decisions, or other relevant authorities may be relied upon in taking any action for cause or in demonstrating nexus.
8. The standard of proof in disciplinary matters is a preponderance of the evidence.
9. If otherwise in a duty status, each member against whom a disciplinary action has been proposed shall be entitled to a reasonable amount of union time, not to exceed ten (10) hours of administrative leave, to prepare the member's appeal.
10. Any member against whom a disciplinary action is taken or proposed shall have the right to be accompanied, represented, and advised by an attorney or other representative of his/her choice in the preparation and presentation of the member's answer to a disciplinary action.
11. A member shall raise every defense or matter in extenuation or mitigation of which the member has knowledge or which is relevant to the cause(s), specification(s), or proposed penalty at the time of the answer.
12. Except as otherwise provided in this Article, DCHA will maintain documentation concerning a disciplinary action for no more than three (3) years from the effective date of the action, unless a competent authority, such as a court, an arbitrator or the District of Columbia Office of Human Rights, orders its removal prior to that time.
13. Except in the case of emergency suspensions, DCHA will not implement a proposed disciplinary action before it has made a final decision after considering any grievance appeals filed by the member within DCHA or unless the member fails to file a grievance within the prescribed time period.

Section C--Notice Procedures

1. Except in the circumstances of an Administrative Suspension, DCHA shall provide a member against whom a disciplinary action is proposed with at least ten (10) days advanced Disciplinary Action Notice. The proposed Disciplinary Action Notice will include:
 - a. Each charge against the member and the specific conduct relevant to the charge;
 - b. A reference to the legal or contractual basis for each charge;
 - c. A description of all matters that it intends to consider in making its decision;

- d. The location and procedure for review and copying all documents upon which each charge is based, including witness statements. Documentation that cannot be disclosed to the member, or to his/her representative or a designated physician, shall not be used to support the reasons given in the notice;
 - e. A statement of and the basis for the proposed penalty;
 - f. An explanation of the member's right to respond to the notice;
 - g. The time within which and the person to whom the response must be filed;
 - h. A reference to the fact that the FOP/DCHA Labor Committee is the exclusive bargaining-unit representative and that the Union is available to assist the accused member;
 - i. An explanation of the member's right to appeal an adverse decision; and
 - j. A copy of the documentary evidence upon which DCHA has based its decision to propose the disciplinary action.
2. DCHA will notify the Union in writing of any disciplinary action it undertakes against a unit member.
- a. The Union notice shall include:
 - (1) The date the proposal was issued to the member;
 - (2) The name of the member;
 - (3) The names of the proposing and deciding officials;
 - (4) A description of the offense; and
 - (5) The proposed penalty.
 - b. The confidentiality of the details of the events giving rise to the disciplinary action shall be maintained until such time as the member provides a written notice to the DCHA's Human Resources Director or his/her designee that the member has selected the Union or another representative for the proposed action.
3. The first day of the notice period shall be the first day following the date on which service of the Disciplinary Action Notice is made to the member, either in person or by first class, certified or registered mail, or the date on which service was tendered and refused.
4. An member to whom the personal service of the Disciplinary Action Notice is issued shall be asked to acknowledge receipt. If the member refuses to acknowledge receipt,

an appropriate written statement, signed by a witness, may be used as evidence of service. If the member is not in a duty status, the notice of the proposed action shall be sent to the member's last known address by the U.S. Mail, first class, certified or registered mail, return receipt requested (or private mail services, e.g., Federal Express or United Postal Service, with signed confirmation).

5. DCHA may document a member's refusal to accept personal service or to acknowledge receipt of any notice required by this Article as evidence of service.

Section II--Types of Actions

1. Admonition

- a. A supervisor or other appropriate management official may issue an admonition, but will do so in private and in a professional manner.
- b. A member is not entitled to notice or the opportunity to reply to an admonition, but may elect to submit a written response to the official who issued the admonition.
- c. DCHA will not consider an admonition in choosing an appropriate penalty in a subsequent disciplinary action, but it may use an admonition as evidence to rebut a member's assertion that DCHA had failed to provide prior guidance or warning prior to a disciplinary action.
- d. DCHA will not keep a record of an admonition in any part of a member's official personnel file.

2. Reprimand

- a. A regional commander or other appropriate superior department official may propose a reprimand.
- b. DCHA may rely on a reprimand as a prior offense in proposing subsequent disciplinary actions or penalties, but may not do so after two (2) years from the date of issuance. After two (2) years, DCHA must remove the reprimand from all files pertaining to the affected member. Receipt of three (3) reprimands within a two-year (2) period may subject the member to an unsatisfactory performance rating at his/her next rating period.
- c. A member may contest a reprimand by submitting an oral or written appeal to the Chief of Police within ten (10) days of its issuance.
- d. The Chief of Police or his/her designee may sustain, modify or rescind the reprimand, but may not increase, the level of discipline based on the facts underlying the reprimand.

- e. The Chief of Police will make the final DCHA decision on a proposed reprimand. The member may not appeal or grieve the decision of the Chief of Police.
3. Suspension or Reduction in Grade or Pay
- a. A regional commander or other appropriate superior management official may propose a suspension or a reduction in grade or pay.
 - b. DCHA may rely on any sustained suspension or reduction in rank or pay as a prior offense in proposing subsequent disciplinary actions or penalties, but may not do so after three (3) years from the effective date of the action.
 - c. A member may respond in writing to a proposed Disciplinary Action Notice of suspension or reduction in grade or pay within ten (10) days of its service and may meet with the deciding official to present his/her response.
 - d. The Chief of Police will make the final DCHA decision on a proposed suspension or reduction in grade or pay. The Chief of Police may sustain, modify or rescind, but may not increase, the suspension or proposed reduction in grade or pay.
 - e. The member may appeal the final decision to arbitration under the grievance procedures set forth in Article 16 of this Agreement.
4. Removal
- a. A regional commander or other appropriate superior management official may propose removal.
 - b. A member may respond in writing to a proposed Disciplinary Action Notice of removal within ten (10) days of its service and may meet with the deciding official to present his/her response.
 - c. The Chief of Police will make the final DCHA decision on a proposed removal of a member. However, the Chief of Police's decision shall be reviewed by the Executive Director of the DCHA prior to issuance to the member and final implementation
 - d. The member may appeal the final decision to arbitration under the grievance procedures set forth in Article 16 of this Agreement.
5. Administrative Suspensions
- a. Administrative suspensions are immediate actions to place a member in a non-duty status. Concurrent with a revocation of police powers, the Chief of Police or other appropriate management official may place a member on an administrative suspension.
 - b. Administrative suspensions, including the revocation of police powers, are appropriate under circumstances when the member's conduct may pose an immediate hazard to DCHA, the integrity of DCHAPD operations, the member concerned, other members/employees or residents. Administrative suspensions

also may be implemented when a member's conduct may be detrimental to the public, health, safety or welfare.

- c. Except in circumstances when a Special Police Officer's commission or Security Officer's certification is suspended or revoked as described in c(2) below, a member placed on administrative suspension shall remain in a pay status pending a decision to either return the member to work or until DCHAPD's final decision on a disciplinary action is issued. Members shall receive an administrative suspension upon the occurrence of the following:
 - (1) For Sworn Officers or Special Police Officers, circumstances leading to a revocation of the police powers; or
 - (2) For Special Police Officers, revocation or suspension of his/her commission by the Security Officers Management Branch ("SOMB") of the Metropolitan Police Department, except that, a Special Police Officer shall be placed in a non-pay status (i) immediately upon the loss of commission, when SOMB suspends or revokes the commission for circumstances involving a member's arrest for criminal conduct, other matters under active police investigation or prosecution, or (ii) not later than the second business day following the day DCHA is notified of the SOMB action, when SOMB suspends or revokes the commission for circumstances for some administrative infraction such as but not limited to expiration or failure to qualify with a firearm. In the circumstances in 3(b)(ii), the member shall be allowed one (1) day of paid leave to offer to SOMB and DCHA any explanation of any mistake or administrative error that the member believes caused a wrongful revocation or suspension of his/her commission.
- d. DCHA will conduct an immediate preliminary investigation of any matter involving a Special Police Officer that could result in the suspension or revocation of the officer's commission. The preliminary investigation will address the available evidence relating to all elements of any alleged misconduct or offense. DCHA will report the results of its preliminary investigation to the SOMB within twenty-four (24) hours of completion of the initial report or referral to the SOMB.
- e. DCHA will act promptly to issue any proposed disciplinary action following completion of its investigation of the circumstances of any conduct that result in administrative suspension and revocation of police powers.

ARTICLE 16
INVESTIGATORY QUESTIONING

Section A

1. When a member can reasonably expect discipline to result from an investigatory interview or the member is the target of an administrative investigation, DCHA will remind the member person that they are entitled to consult with a union representative and the member may request to delay the questioning to consult with a Union representative.
2. Upon request, DCHA shall delay questioning for up to two (2) hours to allow the member to consult with a Union representative. If for a justifiable reason, no Union representative is available to permit consultation within that time, DCHA shall delay questioning for up to one (1) day in which time the member will locate and consult with a Union representative.
3. DCHA shall not intentionally mislead a member or Union representative as to the purpose of an investigatory interview.
4. A member's Union representative may be present at all investigatory questioning sessions to which this Article applies, but may not answer questions on behalf of the member. The representative may request that the investigating official clarify the issue under investigation.
5. DCHA may refuse to allow a particular Union representative to represent a member under this Article, if the representative's presence is disruptive or he is involved as a witness or target in the matter under investigation. In that event, the member shall then arrange for an alternate representative.
6. At the time a written statement is prepared DCHA shall provide to the member and representative if present, a copy of the written statement by the member, DCHA will not alter the statement or create another version of it without the consent of the member.

Section B

1. Prior to the commencement of any questioning of unit members, the DCHAPD shall inform the member of the following:
 - a. The type of investigation being conducted (criminal or administrative) and, if the matter is administrative, then the specific reason for the questioning or type of complaint involved;
 - b. Whether the member is a target of the investigation, if known, at that time;
 - c. The name of any known complainant, unless that information would jeopardize the security of the investigation or the safety of the complainant or witness; and

- d. The name, rank and assignment of the official who will ask the questions and the name, rank and assignment of persons to be present during the investigation.
- 2. The questioning will take place at a reasonable time except when, in the judgment of the DCHA official in charge of the investigation, exigent circumstances require otherwise.
- 3. DCHA will not conduct questioning sessions for unreasonable periods of time and shall allow for reasonable, periodic rest periods for meals and personal necessities.
- 4. DCHA shall not subject a member to scurrilous, profane or demeaning language.
- 5. At the point that an investigation focuses upon the member as the principal in a violation of the criminal law, DCHA shall advise the member of his/her rights under the law and the rules of criminal procedure.
- 6. If the official in charge of the investigation decides to record the questioning session, the official must record the entire session, with proper notations as to when rest breaks and off-the-record discussions began and ended. If an administrative session is recorded in any format or medium, DCHA shall provide a copy of the recording to the Union.

Section C

DCHA has the right to have a representative from the offices the Department of Human Resources, the Office of the General Counsel, and the Office of the Executive Director present for the duration of any interview with management in which the member is to answer questions relating to any potential disciplinary action.

ARTICLE 17

GRIEVANCE PROCEDURE

Section A--Purpose

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. The grievance and arbitration procedures set forth in this Article are intended to be the exclusive procedures for resolving grievances and disputes between members and DCHA.

Section B--Scope

1. Only an allegation of a violation, misapplication, or misinterpretation of this Agreement shall constitute a grievance under this Agreement. A grievance can also be filed for a complaint that there has been a violation or misapplication of any law, rule or regulation which affects the terms or conditions of employment under this Agreement.
2. One or more Union members may file a grievance under this Agreement with or without Union representation. DCHA shall ensure that all settlements reached with respect to grievance resolution and other matters regarding the enforcement of this Agreement shall be implemented.
3. "Days" shall refer to workdays, not including Saturdays, Sundays and holidays.

Section C--Presentation of Grievances

1. General Provisions
 - a. All time limits will be strictly observed unless the Parties mutually agree to extend such time limits, which agreement shall be confirmed in writing.
 - b. DCHA and the Union agree that every effort will first be made to settle the grievance within DCHA and at the lowest possible administrative level.
 - c. The members in the Bargaining Unit and the Union shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either Party breaches this provision, the right to invoke the provisions of this Article as to the incident involved shall be forfeited.
 - d. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.
 - e. The fact that a grievance is raised by a member, regardless of its ultimate disposition, shall not be recorded in the member's personnel file or other record; utilized in the promotion process; nor shall such fact be used in any recommendation for job placement; nor shall an member be placed in jeopardy or be subject to reprisal for having followed this Grievance Procedure.

- f. If a member is given a directive by a supervisory authority that he believes to be in conflict with the provisions of this Agreement, the member shall comply with the directive at the time it is given and thereafter exercise his right to grieve the matter. The member's compliance with such a directive will not prejudice the member's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.
- g. The presentation and discussion of grievances provided for in this Article shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be present only for the time necessary for them to present personal testimony. When the presentation and discussion of grievances or hearing as provided for in this procedure are held during the normal working hours of the participants, all members who are entitled to be present shall be excused with pay for that purpose. However, if operational demands so dictate, DCHA may request that the Arbitrator allow member-witnesses to appear for testimony on an "on-call" or other staggered basis in order to minimize any disruption of DCHAPD operations.
- h. DCHA may request, by written notification to the Union Chairman, additional information which it deems necessary to identify or clarify the matter at issue in a group or class grievance. If the Union Chairman does not respond in writing within five (5) days of receipt of the notification, DCHA may treat the grievance as resolved.
- i. If DCHA declares a grievance non-grievable/arbitrable, it must make such declaration in writing in response to the step the grievance was put in writing *and identify the basis for the declaration*. If the matter proceeds to arbitration, the arbitrator will decide grievability as a threshold issue.
- j. A grievance not submitted by the member within the time limits prescribed for each step of the procedure shall be considered satisfactorily settled on the basis of the last decision received by the member, which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step authorizes the member to pursue the grievance at the next higher step of the procedure.
- k. DCHA and the Union shall provide current and accurate information and documentation to all requests from the other Party for information related to the preparation and presentation of a grievance or response thereto.

2. Types of Grievances

- a. Personal. A grievance of a personal nature requires the signature of the aggrieved member at Step 2 even if the Union represents the grievant. In the case of an individual grievant proceeding without Union representation, the

Union shall be given the opportunity, with an advance notification, to be present and to offer its views at any meeting held to adjust the grievance. The Union has the right to grieve any resolution of a personal grievance, if the resolution conflicts with the provisions of this agreement. A copy of any settlement agreement reached between DCHA and individual grievant without Union representation, or any adjustment, decision and response made by DCHA must be sent to the Union Chairman.

- b. Group. If a grievance involves a group of five (5) or more members raising the same issue, the Union Chairman shall file the grievance on behalf of the group at the lowest level capable of resolving the grievance. The grievance shall be signed by the Union Chairman and at least one (1) member of the group and shall be in accordance with the same time limits and other requirements as if it were an individual grievance.
- c. Class. If a grievance involves all the members in the Bargaining Unit, the grievance may be filed by the Union as a class grievance directly at Step 2 of the Grievance Procedure. It is understood that grievances filed by the Union, as class grievances will be processed only if the issue raised by the grievance is the same to all members involved.

Section D--Procedural Steps

Step 1-- Oral Notice to Immediate Supervisor

- a. The aggrieved member, with or without his/her Union Steward, shall orally or in writing present and discuss the grievance with his/her immediate supervisor or official at the lowest level capable of resolving the grievance. If the supervisor or official lacks the authority to resolve the grievance, he/she shall refer the member to the appropriate DCHAPD management official. The aggrieved member must file the grievance within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the member's or Union's knowledge of the event.
- b. The supervisor or other appropriate official shall make a decision and communicate the decision to the member within ten (10) days from the initial presentation of the grievance.
- c. If the supervisor refuses to meet with the member and his/her representative, the aggrieved member may treat the grievance as denied.

Step 2 -- Written Step

- a. If the grievance is not resolved orally at Step 1, the member, with or without his/her representative, may submit a written grievance to the appropriate official at the next level of command within fifteen (15) business days following

the response to Step 1. The specific written grievance presented at Step 2 shall be used solely and exclusively as the basis for all subsequent steps.

- b. The written grievance at Step 2, and all steps thereafter, shall contain the following:
 - (1) A statement of the specific provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
 - (2) The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
 - (3) The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
 - (4) The specific remedy or adjustment sought;
 - (5) Authorization for the Union or other member representative, if desired by the member, to act as his/her representative in the grievance; and
 - (6) Signature of the aggrieved member and representative, if applicable.
- c. Should the grievance not contain the required information, the grievant shall be so notified by DCHA in writing and given three (3) days upon notification to resubmit the grievance.
- d. The appropriate higher official shall respond in writing to this grievance within fifteen (15) business days of its receipt. The written response shall contain the following:
 - (1) An affirmation or denial of the facts upon which the grievance is based;
 - (2) An analysis of the alleged violation of the Agreement;
 - (3) The remedy or adjustment, if any, to be made; and
 - (4) Signature of the appropriate management representative.
- e. Class grievances shall be submitted by the Union to the Chief of Police or his/her designee in writing at this step of the grievance procedure as provided for in Section C (2)(c) of this Article and shall contain the following:
 - (1) A statement of the specific provisions of the Agreement alleged to have been violated;
 - (2) The manner in which the provision is purported to have been violated;
 - (3) The date or dates on which the alleged violation occurred;
 - (4) The specific remedy or adjustment sought;
 - (5) A statement that the grievance involves all members in the Bargaining Unit and that the issue or issues raised by the grievance are the same as to all members involved;
 - (6) Signature of the Union Chairman; and

- (7) The required information must be furnished in sufficient detail to identify and clarify the matter at issue that forms the basis for the grievance.
- f. The Chief of Police or his designee shall respond in writing to the class grievance within twenty (20) days of its receipt. The written response shall contain the following:
 - (i) An affirmation or denial of the facts upon which the grievance is based;
 - (ii) An analysis of the alleged violation of the Agreement;
 - (iii) The remedy or adjustment, if any, to be made; and
 - (iv) Signature of the appropriate management official.

Step 3 -- Submission to Chief of Police or His/Her Designee

If the grievance remains unsettled, the member shall submit it to the Chief of Police, or his/her designee within fifteen (15) days following receipt of the Step 2 response. Within fifteen (15) days following the receipt of the Step 3 grievance, the Chief of Police or his/her designee shall meet with the aggrieved member and his representative to attempt to resolve the grievance or must respond in writing. The Chief of Police may consult with the Director of Human Resources and may include the Director of Human Resources or his/her designee in any stage of the Step 3 grievance. If a meeting occurs, the Chief of Police or his/her designee shall respond in writing to the member and his representative within ten (10) days following the Step 3 meeting. If the Union is not representing the member, the Chief of Police, or his/her designee must send a copy of the Step 3 response to the Union within ten (10) days of the Step 3 meeting.

Step 4 -- Union Decides Whether to Arbitrate

If the grievance remains unsettled, the Union shall advise the Chief of Police, or his/her designee, in a signed statement (with a courtesy copy to the Director of Human Resources and the General Counsel) indicating whether the Union intends to pursue arbitration of the matter on behalf of the member(s) within ten (10) days from receipt of the Chief of Police or his/her designee's response. Only the Union can advance a grievance to arbitration.

Section E--Arbitration

1. The Parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the Grievance Procedure and is the agreed method of appealing adverse actions involving suspensions for more than thirty (30) days or removals as defined in Article 14 (Discipline), following the exhaustion of the internal Grievance Procedure.
2. Within fourteen (14) days of DCHA's receipt of the arbitration request, the parties shall discuss possible settlement of the grievance. If the grievance is not resolved, the moving Party shall solicit a panel of seven (7) impartial arbitrators from the Federation Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the FMCS or AAA panel, the Parties shall meet to select a mutually agreeable arbitrator. If the list does not contain a mutually agreeable

arbitrator, each Party shall alternatively strike names from the panel until one (1) remains. The parties will exchange discovery information and documents (witness lists, exhibits, etc.) in a manner which will allow adequate time for preparation for the hearing. Neither Party may rely on evidence in its case in chief which was not previously disclosed in discovery to the other.

3. If, before the selection process begins, either Party maintains that the panel of arbitrators is unacceptable, a request for a new panel from the FMCS or AAA shall be made. Subsequent requests can be made until the Parties receive an acceptable panel.
4. If either Party refuses to participate in the selection of an arbitrator, FMCS or AAA has the authority to appoint one, upon the request of the opposing Party.
5. The prevailing party, as determined by the arbitrator, will pay only twenty-five percent (25%) of the arbitrator's fees and costs.
6. In arbitration awards or settlements which involve an order for back pay, DCHA shall make the payment within sixty (60) days of the date of the decision. If the payment is not timely made, DCHA shall pay a late fee for each late day, beginning on the sixty-first day, at the rate of 5% per annum on the unpaid amount.

Section F--Expedited Arbitration

1. General

In lieu of the general arbitration procedures in this Article, the Parties may by mutual agreement, refer a particular grievance to expedited arbitration. The Parties shall use the expedited arbitration procedure set forth in this section for all grievances involving disciplinary actions for suspensions of thirty (30) days or less or reductions of rank and/or pay of a member. The expedited procedure also may be used to resolve questions or issues concerning wage payments to a single member (e.g., the calculation of overtime or the appropriate pay rate for work performed). These cases shall be processed with the utmost speed and attention in order to assure prompt resolution of the issues raised by the member and/or the Union. With this in mind the Parties agree that one Arbitrator selected from a standing panel of arbitrators mutually selected by the Parties to this Agreement may hear multiple cases on the same day.

2. Selection of Arbitrators

- a. The Parties shall designate a permanent panel of arbitrators to hear all expedited cases under this Article. The panel shall be comprised of four (4) Arbitrators jointly selected by stipulation. In the event the Parties are unable to agree on the initial panel in a reasonable time, the Parties may select from a panel of twenty-eight (28) choices supplied by the FMCS. To create the original panel, DCHA and the Union shall jointly request four (4) panels and shall share the

costs. The Parties shall strike from each set of panels to select one arbitrator to serve on the panel of four (4) permanent Arbitrators. A coin shall be tossed to determine who shall strike first.

- b. The Parties shall use the same procedure to select an alternate Arbitrator who shall be utilized if the four (4) permanent Arbitrators are incapacitated or otherwise unavailable on the regular monthly hearing day. On each anniversary of the execution date of this Agreement, either Party may request the selection of a different panel of four (4) Arbitrators or to replace any one (1) of the original four (4) Arbitrators. Any successor panel or Arbitrator shall be selected in the same manner as the original, but any original Arbitrator shall continue to serve until the successor has agreed to the retainer and begins conducting regular monthly hearings.
- c. The Arbitrators shall be assigned on a rotating basis to all the hearings.
- d. As a condition of selection to the panel, the Arbitrator must reside locally within the metropolitan area, and agree that he/she shall:
 - (1) Conduct hearings at a site selected by DCHA or FOP on a rotating basis on the same day each month, every month;
 - (2) Issue all decisions within twenty (20) days after the hearing has been completed; and
 - (3) Hear all cases presented on the same day or on the first available day thereafter, if a full day is not sufficient to complete the pending docket of grievances ready for expedited arbitration.

3. Expedited Arbitration Procedures

- a. The grievances shall be scheduled for a hearing in the order in which the request for arbitration is received by the Chief of Police or his/her designee. The Director of Human Resources or his/her designee shall notify the Union in writing of which cases shall be heard, the Arbitrator and the time and location of the hearing. Arbitration requests received ten (10) calendar days or less prior to the Arbitrator's monthly scheduled hearing date, shall not be heard during that hearing period but shall be scheduled for the next monthly hearing date. The Parties shall exchange witness lists no later than seven (7) days prior to the hearing date. Any Agreement between the Parties to changes the date for hearing a case must be mutually agreed upon in writing by both Parties.

- b. The Parties shall cooperate in the scheduling of hearings to ensure that neither Union nor DCHA shall incur any arbitration fee for a month when the Arbitrator does not hear any cases under the Article. Any Party that is responsible for the untimely cancellation of a scheduled hearing shall be responsible for any fees and/or expenses charged by the arbitrator. The Party who wishes to cancel any case scheduled for a hearing date shall cancel in writing. If the case is not cancelled before the established cancellation date, the canceling Party shall pay any fees and/or expenses charged by the Arbitrator. If a case that was untimely canceled is scheduled for a day when other cases are scheduled, the costs shall be apportioned.
- c. The loser shall pay the fees and costs of the Arbitrator who heard the case. If more than one grievance is heard on the same day, the Arbitrator's costs shall be prorated among the losing Parties to those cases. In cases where it is unclear whether or not a Party has lost the case, the Arbitrator shall apportion the fees and costs.
- d. The Arbitrator will issue a final award at the close of the hearing unless with the agreement of the Parties additional time is needed. The Arbitrator will issue a written award in sufficient detail to explain the decision within the twenty (20) days following the close of the hearing or after the Arbitrator receives the Parties' briefs, if any, whichever is later. A statement of the Arbitrator's fee and costs shall accompany the decision.
- e. DCHA and the Union shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of a grievance.

Article 18

Leave

Section A -- General

Leave is any authorized absence during regularly scheduled work hours approved by an appropriate authority. All leave must be requested in writing, except that in situations where a member cannot or did not anticipate the need for leave, he may request leave by telephone and reduce it to writing on his return to duty. The DCHAPD agrees to inform the member whether his/her leave is approved within twenty-four (24) hours of the submission.

DCHA may rescind an approved absence under the section for a declared emergency by the Chief of Police, provided that it will allow the absence as soon as possible after the expiration of the emergency.

Section B -- Annual Leave

1. Annual leave is paid leave from duty without loss of pay for vacation or time allowed for personal or emergency purposes. Annual leave will be accrued at the following rates:

a.	Less than 3 years of service	$\frac{1}{2}$ day (4 hours) per pay period or 13 days per year
b.	3 - 15 years of service	$\frac{3}{4}$ day (6 hours) per pay period or 20 days per year
c.	15 or more years of service	1 day (8 hours) per pay period or 26 days per year
2. Annual leave can be saved. A maximum of 240 hours can be carried over from year to year.
3. At termination of employment with DCHA, a member will be paid a lump-sum for any unused annual leave. In the event of death, unused annual leave is paid to survivor(s). Payment follows the same order of precedence or is made in accordance with specific designation.
4. DCHA will not deny a request for annual leave for discipline or for arbitrary or capricious reasons and, if leave is denied, it will indicate the reasons for denial on the request form.

Section C -- Sick Leave

1. Sick leave is paid leave granted to members to be used when a member is incapacitated by sickness or injury, including medical, dental, or optical examination or treatment. A

member may be required to provide a physician's certificate for disabilities related to pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Sick leave also may be used for necessary care and attendance during illness of children, spouse, or the member's immediate family, and may require a physician's certificate. The family is defined as persons related by blood, marriage, or adoption, as well as, members involved in relationships characterized by the permanence, duration, and stability normally associated with family relationships or marriage. Use of sick leave for any other purpose is an abuse of this policy and may subject the member to disciplinary action.

2. The earning rate for full time members is four (4) hours for each full bi-weekly pay period. Sick leave which is not used during the leave year in which it accrues shall accumulate and be available for use in succeeding years. There is no limitation on the amount of sick leave a member can accumulate.
3. A physician's statement may be required for a sick leave absence for an unreasonable period of time, (i.e. in excess of three (3) workdays). No member is required to disclose the exact nature of any illness that is not related to the performance of duty, but must disclose the nature of any injury whether or not related to the performance of duty.
4. Members shall be charged sick leave for time spent while on duty seeking diagnosis and/or treatment for non-duty-related illnesses or injuries.
5. If within a twelve (12) month period, a member accrues his/her fourth (4th) sick leave absence, management may issue a warning to the member if the incident appears to have a pattern, the member has a history of calling out on sick leave, etc. After the fifth (5th) sick leave incidents, management may place the member on leave restriction.
6. Management shall notify the Union President prior to issuance of a leave restriction or disciplinary action to a member regarding attendance related problems. The pending action shall be delayed for a period of fifteen (15) workdays after the notice to the Union in order to provide the Union an opportunity to counsel the member regarding contributing causes related to the attendance problems and how to address those problems. The member will be allowed up to one (1) hour of Union time to meet with a Union official for this counseling.
7. Management is not required to provide the opportunity for Union counseling to a member, as stated in this Article, more than one (1) time in a twelve (12) month period.
8. Once a member is placed on leave restriction, the member must, upon request, furnish a doctors certificate for each absence from work which is claimed as sick leave. The leave restriction requiring a member to furnish a doctor's certification for each absence charged to sick leave shall be reviewed within ninety (90) calendar days. The leave restriction shall be reviewed with the member. The Union may be included in the

review only with the member's consent. Where improvement of the use of sick leave is evident, the documentation request shall be rescinded. The authority for rescinding the restriction resides solely with the Chief of Police. At no time shall a member be required to furnish a doctor's certificate for longer than six (6) months after the initial leave restriction.

Section D -- Unauthorized Absence (AWOL)

A member absent from duty without official approval shall not receive paid compensation for the duration of the absence. Denial of paid compensation shall not affect the right of DCHA to invoke any other appropriate form of disciplinary action up to removal.

Section E -- Family And Medical Leave Policy

1. It is the policy of DCHA to grant up to sixteen (16) weeks of family and medical leave during any twenty-four (24) month period to eligible members, in accordance with the D.C. Family and Medical Leave Act, D.C. Code §32-501 *et. seq.* (DCFMLA). The leave may be paid, unpaid or a combination of paid and unpaid.
2. The DCFMLA applies to members who have worked for DCHA for one year without a break in service prior to requesting leave under the FMLA and who have been paid for at least 1000 hours during the last twelve (12) months.

Section F -- Military and Reserve Component

DCHA shall grant leave to members of the U.S. Armed Forces and the National Guard in accordance with District Government or Federal laws and regulations regarding military, National Guard and reserve components, as stated therein.

Section G -- Call In For Emergency or Illness

A request for leave for illness or an emergency is required at least one (1) hour prior to the first hour of the member's scheduled tour of duty. All requests shall be called into the member's Watch Commander. If the Watch Commander is not on duty or cannot be reached, the member shall leave a message. Leave will not be approved until the member has spoken to an official who approves leave. If the Watch Commander does not call back within twenty (20) minutes, the member shall call the main DCHAPD office number (202) 535-2575 and speak to an official before the tour-of-duty begins. If for some reason there no one answers, the member shall leave a message. DCHA will not require the member to disclose personal medical information other than whether the condition is an illness or injury.

Section H -- Administrative Leave

1. Administrative leave is an officially approved absence from duty without loss of pay and without charge to leave.
2. DCHA may grant administrative leave to members to participate in seminars, institutes, examinations, and other activities away from the DCHA directly related to work.

Section I -- Bereavement Leave

Members shall be entitled to use three (3) days of leave with pay (their regular scheduled day of work before the funeral, the day of and the day following the funeral) in the event of the death of a member of their immediate family. For the purpose of this Article 17, immediate family shall mean an member's spouse, domestic partner, child, parent, brother, sister, spouse's parent, brother, sister, child's spouse, grandchild or grandparent. This does not preclude a member from requesting additional leave.

Section J -- Court Leave

Members required to perform jury duty are entitled to their regular rate of pay for such absences provided any payment received as jury compensation is tendered to DCHA's payroll office, with the exception of remuneration for travel expenses.

Section K -- Approval of Leave

Approval of leave shall be in accordance with DCHA policies and procedures. If the policies conflict with the current collective bargaining agreement then the Agreement shall govern.

Section L -- Holidays

The DCHA allows the following paid holidays:

(a)	New Year's Day	(January 1st)
(b)	Dr. M.L. King Jr.'s Birthday	(3rd Monday in January)
(c)	President's Day	(3rd Monday in February)
(d)	Memorial Day	(last Monday in May)
(e)	Independence Day	(July 4th)
(f)	Labor Day	(1st Monday in September)
(g)	Columbus Day	(2nd Monday in October)
(h)	Veteran's Day	(November 11)
(i)	Thanksgiving Day	(4th Thursday in November)
(j)	Christmas Day	(December 25th)
(k)	Inauguration Day	(Once every four years)
(l)	Emancipation Day	(April 16)

(m) Other

(As determined by the Executive
Director)

Section M--Leave Incentive Program

Section 1 -- General

In order to recognize a member's productivity through his/her responsible use of accrued sick leave, beginning the calendar year 2014, DCHA agrees to provide personal leave incentive in accordance with the following:

1. A full-time permanent member who is in a pay status for the leave year shall accrue annually:
 - a. Five (5) personal leave days (forty (40) hours) for using less than sixteen (16) hours of accrued sick leave in a year.
 - b. Four (4) personal leave days (thirty-two (32) hours) for utilizing seventeen (17) hours to twenty-three hours (23) hours of accrued sick leave in a year.
 - c. Three (3) personal leave days (twenty-four (24) hours) for utilizing more than twenty-four (24) hours to thirty-two (32) hours of accrued sick leave in a year.
 - d. Two (2) personal leave days (sixteen (16) hours) for utilizing more than thirty-three (33) hours to forty (40) hours of accrued sick leave in a year.
2. Members shall be compensated for personal leave days earned in accordance with Section A above at the member's regular hourly rate on or before the 2nd pay period in February of each calendar year.

Section 2 -- Eligibility

To be eligible, a member must be in an active pay status for twenty-six (26) pay periods during the leave year. Members in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for personal leave incentives under this Article. Sick leave usage for maternity leave and/or a serious health condition as defined in the D.C. Family and Medical Leave Act, D.C. Code §32-501 et. seq., not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for personal leave under this Article.

Section 3 -- Part-time Members

Part-time members are not eligible for personal leave as provided in this Article.

Section N -- Definitions

1. "Annual Leave" scheduled pay leave earned by a member for absence from duty without loss of pay for vacation, or time allowed for personal or emergency purposes.

2. "Sick Leave" is paid leave granted to members to be used when an member is incapacitated by sickness or injury or disability as certified by a physician certificate for disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery therefrom for medical dental or optical examination or treatment for necessary care and attendance during illness of children spouse, or the member immediate family.
3. "Leave without Pay" is applied when a member is in an approved leave status but does not have sufficient leave to be applied for the time taken.
4. "Absence Without Leave" is applied when a member is absent from duty without approval. The member shall not receive paid compensation for the duration of the absence.
5. "Leave of Absence" may be granted for a specific time not to exceed one year but requires the approval of the Executive Director.

ARTICLE 19

TARDINESS

Section A

Each instance of tardiness shall be recorded in the member DCHAPD Log Book regardless of the reason for reporting late, and may be supplemented by a statement from the member explaining his reason for being tardy. These reports shall be removed from the personnel folder one year from the date of the tardiness.

Section B

The expected tardiness procedures as set forth in the applicable General Orders shall remain in effect. A member must use accrued compensatory time, leave or leave without pay, hour for hour, for each of the first three instances of tardiness. A tardy member must take at least one (1) hour of leave, during which time the member shall not assume his assignment.

Section C

DCHA will take disciplinary action against a member for his or her fourth and subsequent tardiness during a one (1) year period, after giving due consideration to all statements documented pursuant to subsection A of this Article.

ARTICLE 20
SENIORITY

Where objective considerations are equal, seniority shall be used as the tiebreaker in assigning days off, vacations, and assignments. "Objective considerations" include, but are not limited to such matters as the following: ability, skill, and qualifications for an assignment; suitability; and availability of other qualified members of the Bargaining Unit in the case of days off and vacations. Seniority is defined as time in grade.

ARTICLE 21

MERIT STAFFING

Section A General

1. DCHA will apply its merit principles in a consistent and equitable manner to all member-applicants for unit vacancies, and will assign, evaluate, transfer, promote, and upgrade officers based on merit, skill, ability and job performance. This requirement will apply to filling vacancies in any specialized unit which is established within the DCHA police department.
2. DCHA will review its hiring criteria and position qualifications to insure that they are relevant to the performance requirements of each position, and shall not require a member to meet unnecessary requirements or criteria.

Section B Selections for Vacant Positions

1. DCHA will post the notice for vacant positions in DCHAPD for in-house members for a period of ten (10) days, after which period DCHA will determine whether there is any certifiable candidates. Thereafter, DCHA may publish the notice outside of the agency, if there are not applications from certifiable in-house candidates.
2. Within two (2) business days, DCHA will provide to the Union Chairman copy of all vacancy announcements, cancellations, corrections or amendments.
3. DCHA shall take into consideration an applicant's experience as a DCHAPD Special Police Officer and Security Officer in filling vacancies.
4. DCHA will interview all qualified member-applicants, if it interviews any.
5. DCHA will conduct all interviews in a manner that is reasonably consistent and fair to unit members.

Section C

A Special Police Officer (SPO) or Security Office (SO) who has completed his/her probationary period who thereafter accepts a conditional offer of employment as a Police Officer and who enters the Police Training Academy, shall be returned to his position as an SPO or SO as the case maybe at any time during: Phase 1: Fundamentals of the MPD; Phase 2: Crimes Against Persons, D.C. Code Part 1; or Phase 3: Crimes Against Property, D.C. Code Part 2, if;

1. He/She fails to successfully complete any or all of the training levels at that point, or
2. He/She elects to drop out of the Academy.

At the completion of Phase 3 the SPO or SO must elect to continue his training without the right to return to his/her position as an SPO or SO or exercise his option under Section C.2. The SPO or SO shall notify the DCHA in writing within five (5) work days of completion of Phase 3 that he/she has elected to return to his SPO or SO position.

Section D

A SO who has completed his/her probationary period who thereafter accepts a conditional offer of employment as a SPO and who enters the Special Police Officers Training Program, shall be returned to his/her position as an SO at any time during Phase 1: D.C. Code Part 1; Phase 2: D.C. Code Part 2; Phase 3: Laws of Arrest/Arrest Procedures;

1. He/She fails to successfully complete any or all of the training levels at that point, or
2. He/She elects to drop out of the Special Police Officers Training Program.

At the completion of Phase 3 the SO must elect to continue his/her training without the right to return to his/her position as an SO or exercise his option under Section D. 2. The SO shall notify the DCHA in writing within five (5) work days of completion of Phase 3 that he/she has elected to return to his/her SO position.

Section E

Any member covered under Sections C or D of this Article who elected to forfeit his/her right to return to his/her position but does not successfully complete the training program may revert to his/her former position provided that DCHA has not filled that vacancy, notifies DCHA in writing of his/her desire to return to his/her former position within five (5) days of leaving the training program, and remains in good standing as defined by the Agency.

ARTICLE 22 SCHEDULING

Section A

DCHA will assign days off and tours of duty that are either fixed or rotating on a known and regular schedule which will be posted or made available to unit members.

Section B

DCHA will notify a member seven (7) days in advance of any changes to his schedule, except that the Chief of Police may suspend this requirement on an agency-wide basis for an unforeseen operational demand which directly affects the delivery of services to and the security of the residents or DCHA employees. In any situation in which DCHA suspends the 7-day advance notice provision, the Chief of Police will notify the Union of the reason for the suspension as soon as possible, but no more than forty-eight (48) hours.

Section C

DCHA will not change a member's tour of duty or days off for discipline.

ARTICLE 23

USE OF DCHA FACILITIES

Section A

DCHA will provide suitable space in its facilities for bulletin boards on which the Union may display material related to its activities, provided that the material does not contain personal attacks. All material displayed will be signed by an officer of the Union and a copy will be provided to DCHA's Department of Human Resource. The Union also has the right to mount a reasonably sized bulletin board or other similar device at each fixed post and to display material thereon, subject to requirements of this Article.

Section B

DCHA agrees to furnish to the Union access to a private area to be used by the Union in connection with the handling of member grievances and complaints. If a private area is not available in the area requested by the Union, a like area will be made available upon reasonable request.

Section C

DCHA will allow the Union reasonable use of facilities under its control during non-working hours upon a timely request to the Chief of Police. The Union will exercise reasonable care in the use of a facility and will leave it in a clean and orderly condition.

Section D

Without specific prior written approval from the Chief of Police or his/her designee, the Union may not utilize DCHA mail, telecommunications, computer systems, or other equipment to conduct Union business, except that a member may use a telephone to communicate with a Union representative as otherwise provided in this Agreement with respect to representation and grievances and a Union representative may use a photo copier to copy grievances or other material to be submitted to DCHA upon verbal approval from the Chief of Police or his/her designee.

ARTICLE 24
TRANSPORTATION

Section A

1. DCHA will transport members who are on duty to and from posts and other assignments, and shall return members to the point of origin.
2. DCHA will not discriminate against members with respect to holdover and overtime drafts or assignments because of their choice of mode of transportation.
3. Members are responsible for their own transportation to the assigned reporting location to begin their tour of duty and will not use a privately-owned vehicle (POV) in the performance of their DCHA duties, unless otherwise provided for in an agreement among the Chief of Police, the member, and the Union.
4. DCHA will inform members of the post or location to which each shall report for duty before the end of the previously scheduled tour of duty.
5. DCHA will transport members, including member's representative, if necessary, to and from the location of an investigative interview.

Section B

1. A member must report any vandalism regarding his/her POV to Supervising Watch Commander prior to leaving the scene of the vandalism, and must report the incident to the appropriate law-enforcement agency for investigation.
2. When DCHA determines that there is a reasonable basis to conclude that there is damage to a member's POV, that the vehicle was parked in the area of his/her DCHA post while the member was on duty, and the damage is connected to his/her status as a DCHA officer or official actions taken as a DCHA officer, DCHA may reimburse the member for repairs to the POV in an amount not to exceed his/her insurance deductible, but no more than \$500.00 per incident. The payments provided for herein shall not exceed a total of \$1,000 per year.

ARTICLE 25

WAGES AND COMPENSATION

Section A -- Compensation and Schedules

Effective the first day of the first full pay period beginning on or after January 1, 2018, the Fiscal Year 2017 salary schedules of bargaining unit employees shall be adjusted by two and one-half percent (2.5%).

Section B -- Differentials And Premium Pay

Members covered by this Agreement will earn differential pay at the same rate as non-union Employees in the police department. DCHA will pay a night differential of 4% for members time worked from 1800 hours to 0600 hours. Members will earn Sunday premium pay at the rate that they are currently paid and will be paid in the same manner as currently provided in DCHA policy.

Section C -- Beneficial Tax Plans

DCHA will make a good faith effort to implement any advantageous member tax plans and other member pretax benefit plans that are permitted under IRS regulations.

Section D -- Lunch Period

DCHA will compensate members when it fails to provide lunchtime relief in accordance with the Fair Labor Standards Act.

Section E -- Acting Pay

If a member is detailed or temporarily assigned to a higher paid position for sixty (60) days or more, DCHA thereafter shall compensate the member at the grade and lowest step of the position, which is above his/her permanent rate of compensation.

Section F -- Contracting Out

DCHA may contract out work normally performed by bargaining-unit members only when it will not result in the displacement of current unit positions. In the event that DCHA undertakes to study or plan to contract out work in the future, it will notify the Union within one workday of commencing the study or plan.

Section G -- Death in the Line of Duty

DCHA will expeditiously process all paperwork for all members who die in the line of duty.

ARTICLE 26 OVERTIME

Section A

Work in excess of the normal work week hours or the normal work day hours shall be paid at the rate of one and one-half times the member's basic hourly rate, provided that the member has been in a pay status for all regular hours scheduled for that work week or work day. The seven (7) day work week begins at 12:00 AM on Sunday.

Section B

Except as otherwise provided by this Agreement and to the extent allowed by the Fair Labor Standards Act (FLSA) the parties agree DCHA may substitute compensatory time for overtime payment.

Section C

To the extent that DCHA's present policies, procedures and practices equal or exceed the requirements of the FLSA, those policies, procedures, and practices shall remain in effect, except as otherwise provided herein.

Section D

For the purposes of determining entitlement to compensatory time and overtime pay, all hours of work performed outside the basic work week and the basic work day shall be deemed overtime hours.

Section E

Whenever a member of the Bargaining Unit is entitled to compensatory time off for overtime worked, he/she shall receive compensatory time at a rate of 1.5 hours of compensatory time for each hour of overtime work performed.

Section F

Compensatory time earned prior to FLSA entitlement shall be accrued and administered in accordance with existing DCHA policies and procedures, and shall be maintained separate and apart from compensatory time earned pursuant to the banking provisions of the FLSA.

Section G

DCHA will pay members at the overtime rate, not by way of compensatory time, for all overtime worked in excess of one hour whether as a result of call-ins, holdovers, delays in providing transportation or relief.

Section H

An member is eligible to work overtime any day, provided that he/she worked a full tour-of-duty and/or was in an approved annual leave status, immediately prior to the day that he/she is scheduled for overtime and he/she was not suspended without pay, absence without leave, leave restriction, or in a leave without pay status.

Section I

DCHA will assign overtime opportunities equitably and fairly among all qualified members. DCHA will pay all overtime and compensatory time in increments of fifteen minutes.

Section J

DCHA will compensate employees at the overtime rate for hours worked when the agency declares an administrative closing and releases its other employees.

ARTICLE 27
OPTICAL AND DENTAL PLANS

Section A

Unit members retain the right to participate in optical and dental plans available to other DCHA employees not covered by a bargaining agreement.

Section B

Members who are terminated or who leave DCHA may elect to continue health and insurance coverage, at their own expense and without any contribution, under the COBRA provisions pursuant to federal law.

ARTICLE 28

UNIFORMS AND EQUIPMENT

Section A

DCHA agrees to provide all Bargaining Unit members whose duties require uniforms with a supply of five (5) uniforms. Replacement uniforms will be provided only when the worn uniforms are returned to DCHA and the Chief of Police or his/her designee determines that a replacement uniform is necessary.

Section B

Uniforms shall be worn in a manner consistent with applicable District of Columbia regulations. Members who have been issued uniforms are required to wear those uniforms while on duty. A member may cover his/her uniform garments whenever he/she or she is required to appear or conduct DCHA business in public without a weapon.

Section C

If DCHA determines that protective clothing is required for certain members to perform their duties, such items shall be provided. If protective clothing is provided, it must be worn. In its determination of whether protective clothing is required for a member's duties, DCHA shall follow the appropriate OSHA safety standards as well as any other applicable laws, rules and regulations.

Section D

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

Section E

Members who terminate their employment are required to return their uniforms prior to receiving their final paycheck.

Section F

Members shall be required to reimburse DCHA the lesser of the current value or the cost to replace or repair any equipment, uniform and/or weapons issued by DCHA which are damaged or lost due to the negligence of members. Such reimbursement may be paid in lump sum or by payroll deduction as follows:

1. The minimum payment shall be \$25.00 per pay period and the maximum shall be \$150.00 per pay period until paid in full.

2. In the event the member leaves the employment of DCHA, any unpaid balance shall be deducted from any amounts due to the member for salary, unused paid leave, or other compensation at the time of separation.
3. If the amounts due to the member at the time of separation are insufficient to pay the remaining balance due, the member shall pay the DCHA that amount within one (1) week of separation.

Section G

DCHA will accommodate members by purchasing size appropriate uniform changes when requested during pregnancy.

ARTICLE 29
FITNESS FOR DUTY POLICY

SECTION A -- INTRODUCTION

The Union recognizes DCHA's right to establish physical fitness standards applicable to new applicants. With respect to current members of the Bargaining Unit, the Parties agree to jointly develop physical standards for all members of DCHAPD.

SECTION B -- PHYSICAL OR MEDICAL EVALUATIONS

The purpose of this section is to establish the process for administering physical examinations and/or medical evaluations of DCHAPD members as prescribed by DCHA.

SECTION C -- FITNESS FOR DUTY MEDICAL EVALUATION

1. Definitions
 - a. Medical Conditions – A health impairment which results from injury or disease, including psychiatric disease, or other physical or mental impairment which may affect an individual's capacity to safely and satisfactorily perform his/her assigned duties.
 - b. Medical Evaluation – An examination conducted by a Healthcare Practitioner to determine whether a medical condition exists.
2. A "fitness for duty" medical evaluation shall be requested by the Chief of Police or a supervisor when he/she has reason to believe that a member has a medical condition that warrants an evaluation.
3. When a member is believed to have a medical condition, the supervisor shall submit a report, through the Chief of Police, to the agency's Healthcare Practitioner.
 - a. The report shall include observations, statements, or other objective information, including other written documentation, to support the supervisor's belief that the member has a medical condition, and a recommendation that the member be ordered to submit to a medical evaluation.
 - b. Officials reviewing the request and recommendation shall forward the report through the Chief of Police without delay.
4. The request must be approved by the Human Resources Director.

5. Upon review of the approved request for a “fitness for duty” medical evaluation, after consulting with the Chief of Police, the Human Resources Director or designee shall instruct the member to report to the clinic within twenty-four (24) hours. The Union shall be notified only with the member’s written consent.
6. In any case where a supervisor believes that a member is suffering from a sudden loss of control of his/her physical or mental functions, and it is not advisable to take the time to go through the written procedure, the supervisor shall immediately consult with the Chief of Police for immediate action.
 - a. Upon the Chief of Police’s approval, coupled with the supervisor’s opinion, the Chief of Police or his/her designee shall:
 1. Contact the Human Resources Director;
 2. Explain the critical nature of the circumstance; and
 3. Request a waiver of the procedure in this Article.
 - b. Upon approval of this emergency procedure by the Human Resources Director, the Chief of Police or his/her designee shall prepare a written request in which:
 1. The original shall be forwarded to the Human Resources Director; and
 2. A copy of the written request shall be hand-carried to the contracted healthcare practitioner for a medical evaluation of the member.
 - c. Upon arrival of the supervisor, the Healthcare Practitioner shall immediately arrange for a consultation between the supervisor and the evaluating Healthcare Practitioner.
 - d. The Healthcare Practitioner shall then:
 1. Set an appointment for the member to report to the clinic for the evaluation; and
 2. Explain that the regular procedure has been waived.

SECTION D -- CHIEF OF POLICE

1. The Chief of Police shall conduct an investigation and submit a report with recommendations to the Human Resources Director, in all instances where a member

- fails to report to the Clinic for his/her scheduled physical examination/medical testing without making the appropriate prior notifications; and
2. Perform those duties prescribed in this Article concerning fitness for duty medical evaluations.

SECTION E -- HUMAN RESOURCES DIRECTOR

1. The Human Resources Director shall:
 - a. Make the final decision of approving or disapproving all emergency requests for waivers; and
 - b. Forward all requests for waivers to the Healthcare Practitioner and/or clinic after making the final decision.

ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM

Section A

DCHA will continue to offer Employee Assistance Programs (“EAP”) services and benefits currently available to all other DCHA employees.

Section B

The Parties agree to investigate further enhancements to the existing program, including referrals to specialized treatment programs for law enforcement officials.

Section C

A member may not participate in the DCHA EAP for the same disorder and receive the related benefits of this Article, more than one time in each twelve (12) consecutive months of employment under this Agreement.

Section D

If the member refuses to seek EAP counseling or there is not an adequate improvement in work performance or attendance following referral, as determined by the supervisor, disciplinary action may be initiated as warranted under Article 14 of this Agreement.

ARTICLE 31
POLICE DEPARTMENT DRUG SCREENING PROGRAM

The random Drug Screening Program is a key component of the District of Columbia Housing Authority Police drug screening procedures to deter illicit drug use in order to further ensure the public's trust in our Department and to reinforce the public's confidence in the integrity of all members. The law enforcement mission of the Department cannot be effectively achieved without public confidence in the integrity of its Police Officers, Special Police Officers and Security Guards Any illicit drug use erodes that confidence and breeds disrespect for the law and for those entrusted with upholding it. This program is designed to be a proactive approach and deterrent to a serious societal problem facing all Police Officers and Officials (hereafter "members") Random drug screening is a reasonable, preventative, and protective procedure that maintains the Department's image and capability as an effective law enforcement agency.

PART I Responsibilities and procedures for members

A. General

1. The confirmed finding of an ill illicit or unauthorized substance in the urine, the refusal of a member to submit to a drug screen, or the involvement of a member in any action which undermines the integrity of the drug screening program or circumvents the procedures established by this department in conjunction with this program shall result in a discipline recommendation for termination of employment.
2. The collection procedures outlined in Drug Screening Program and Urine Specimen Collection Manual shall be used to collect and process urine specimens obtained pursuant to the provisions of this Order.
3. The Agency shall use a computer program to randomly select members regardless of rank at least once a week from the entire pool of members. The selection shall be made in the morning, all members will have an equal chance of being selected each week, therefore, some members may be selected more than once before other members are selected. The potential for selection again shortly after a drug screening is an important element of the preventative aspect of this program.
4. Upon receipt of the randomly selected individuals, the DCHAPD designee shall prepare a Notification to Report for Random Drug Screening (notice form) for each member selected that morning and ensure that the forms are delivered directly to the appropriate Watch Commanders before the first roll call of the day.
5. Members are prohibited from taking prescription medication that is not prescribed for them or taking medications in doses higher than recommended for their course of treatment.

6. Prior to their next tour of duty, members shall notify their immediate supervisor when they are required to use prescription or over-the-counter medication which has the potential to impair job performance. The member shall advise the supervisor of the name, dosage, and known side effects of such medication and the prescribed period of use. The supervisor shall document this information in a memorandum sent to the Human Resources Department.
7. Any member who unintentionally ingests, or is forced to ingest, a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the member's health and safety.

B. Notification

Members will be notified to appear at the testing facility by means of the notice form presented by the Watch Commander as soon as possible after the Watch Commander receives the notice form. The Watch Commander shall direct the member to report to the testing facility for testing. The Watch Commander shall notify the Department that the member has been directed to report for drug screening at the specified time. Members shall sign and date the notification form to document their acknowledgment that they were directed to report for drug screening. The original notice form shall be retained at the member's unit in a confidential file. A copy of the signed notice form shall be Faxed (or if necessary, hand carried) to HR immediately after the form is signed.

1. If a member is on previously approved Annual Leave, Military Leave, Sick Leave, leave without pay or a scheduled day off when the notification is initially received by their unit, the Watch Commander shall document the reason that the member could not be tested on the notice form. The notice form shall be FAXED (or if necessary, hand carried) to HR immediately after roll call.
2. When selected, members on administrative leave and extended sick leave shall report for screening as directed by their unit Watch Commander.
3. Members working tours of duty that coincide with the testing facility hours of operation for drug testing shall report to the testing facility, while on duty to provide a specimen. Members working a tour of duty that does not start during the time period when the testing facility is open shall be scheduled to report to the testing facility no later than the conclusion of their tour. Members that are scheduled to report after their normal tour will receive compensation pursuant to the provisions of the Collective Bargaining Agreement (CBA). The member shall prepare an 1130 which will be signed by a testing facility official.
4. If the member has a scheduled court commitment on the screening day, the member shall be directed to report to the screening facility prior to going to court, or if that is not possible, report to the screening facility after leaving court.

The Director, Court Liaison Division, shall be notified of the requirement that the member report for Random Drug Screening.

5. The Watch Commander shall send the Human Resources Department an e-mail message confirming the names of the members that were directed to report for drug screening and the members selected for drug screening that could not report on the selected date including the reason the member could not report. If e-mail is unavailable, the Watch Commander shall fax the confirmation message to Human Resources Department before the end of the tour.

C. Appearance at Screening Site

1. Members shall report to the screening facility on the date and time specified by their Watch Commander and shall:
 - a. Ensure that their urine specimen is not contaminated with any foreign substance (adulteration) or diluted during the collection phase.
 - b. Submit their own urine specimen, and ensure that the specimen has not been substituted for another substance.
 - c. Not substitute their own urine specimen with any other person's specimen during the screening process
 - d. Not take any action that would undermine the integrity of the drug screening program or circumvent the procedures established by this Department in conjunction with the drug screening program.
2. When a member reports to the screening facility for screening under this program, the member shall have their identification folder, identification card, and or other officially issued proof of identification that includes a photograph of the member.
3. When a member reports sick after being served with a notice form they shall notify an official and report to the screening facility for screening as directed. If a member is physically unable to report to the screening facility due to an incapacitating illness or injury on their screening day, they shall notify an official. The official shall prepare an investigative report documenting the circumstances which shall be signed by the Watch Commander then forwarded to Human Resources.
4. Emergency annual leave will normally not be granted except under unusual circumstances after a member has been served with a notice form. When requesting emergency leave the member shall advise the official that they have been served with a notice form and the specific reason(s) for the leave. If emergency leave is granted, a report documenting the unusual circumstances shall be submitted by the member to

their supervisor on the member's return to duty, the official granting the emergency leave shall prepare an investigative report with recommendations, through channels, to the Human Resources Department within three (3) business days. The official granting the emergency leave is responsible for verifying the emergency prompting the request.

D. Refusal

Refusal of a sworn member to submit to screening under this program shall result in the recommendation of termination of that member from the DCHAPD for refusal of Drug Screening.

E. Failure to Appear at the Screening Facility

Members that have been properly notified and fail to appear at the screening facility will be deemed to be in a "Refusal" status absent exigent circumstances. The member shall immediately report the existence of exigent circumstances to the Watch Commander, or if unavailable, to the Deputy Chief of Police. A report documenting the exigent circumstances shall be submitted by the member to their immediate supervisor. In turn, the supervisor shall prepare an investigative report with recommendations, through channels, to Human Resources Department within three (3) business days. The validity of exigent circumstances shall be determined by Human Resources Department.

F. Positive Screening Results Pending Confirmation

The specimen of a member determined to be positive for illicit substances during the screening shall be tested using Gas Chromatography /Mass Spectrometry (GC/MS) to confirm the presence in the specimen of metabolites resulting from the use of illicit substances. The duty status of the member shall not be changed until the confirmation test results are received and reviewed by the Medical Review Officer.

G. Confirmation of Test Results

1. If the confirmation test is negative no further action will be taken.
2. If the confirmation test is positive, the member shall be contacted by the Human Resources Department and directed to report and be interviewed by the Medical Review Officer (MRO) regarding the confirmed positive test Results. Medical Review Officer the physician responsible for Reading and interpreting drug screen analysis reports.
3. In the case of a positive confirmation of a sample wherein the testee states that they are taking medication and where the confirmation levels are consistent with the reported medication, the MRO shall interview the testee to verify the proper use of prescription medications that could explain the confirmation levels. If the positive test results cannot

be explained based on the prescription medication taken, the case shall be referred to the Deputy Chief of Police for discipline consideration.

H. Circumvention of Random Drug Screening Procedures

Any attempts to circumvent the procedures of the random drug screening program shall be investigated. An investigative report shall be prepared, with recommendations and forwarded to the Deputy Chief of Police within thirty (30) calendar days.

I. Adverse Action Proceedings

The Deputy Chief of Police will initiate the preparation of termination proceedings based on the recommendations from investigating official for all members with a confirmed positive urine test that are not the result of bona fide medical treatment by a licensed physician, psychiatrist, and/or dentist. Members refusing to appear for or submit to drug screening or the involvement of a member in any action which undermines the integrity or the drug screening program or circumvents the procedures of the program will also be recommend for termination.

PART II

A. Officials

1. Officials shall ensure that members under their direction strictly comply with the procedures outlined in this program.
2. Officials shall not post, publish, disseminate, or in any other way make known the names of members scheduled to be screened.
3. Because of the potential for the adverse "labeling" of a member, all activities associated with this program shall be considered confidential and personal. Violation of the confidentiality aspects of this program shall be considered as a circumvention of the random drug screening program and may subject the offending members to disciplinary action.
4. Officials shall take extreme care to respect the member's personal integrity during the entire drug screening process.

B. Command Personnel

Commanding Officials shall:

- I. Ensure that the notice form is served as soon as possible on the day of receipt and that the member signs the notice form to document their acknowledgment of selection for random drug screening.
2. Ensure the screening facility is notified when a member is scheduled for drug screening in accordance with the provisions of this program.
3. Ensure the verification of the status of members whose notice form show that they are on Suspension without Pay, Leave without Pay, or Sick Leave. Upon verification, forward the notice form to the Human Resources Department.
4. Ensure that the executed notice form is retained and filed in their official personnel file (OPF) for three (3) years and then destroyed.
5. Investigate all reports of attempts to circumvent the procedures of the random drug screening program, which are forwarded to them, including refusals and failures to appear. The completed investigative report will, in all Instances, be forwarded in thirty (30) calendar days through channels to Human Resources Department with adverse action recommendations.
6. Upon notification of a positive confirmed drug test, order the member to report to the Deputy Chief of Police.

C. Human Resources

Human Resources shall:

1. Use an automated selection program to select members each morning when the screening facility is open.
2. Prepare the notice forms and forward them in a sealed envelope to the watch Commander each morning.

D. Confidentiality of Records

The Director of Human Relations shall ensure that the records are secured in compliance with the Privacy Act, 5 U.S.C. §552a and the patient confidentiality laws.

ARTICLE 32
SAVINGS CLAUSE

Section A

In the event that any part of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, the remainder will remain in full force and effect.

Section B

Either Party may thereafter demand bargaining and initiate immediate negotiations to replace the invalid part.

ARTICLE 33
IMPACT BARGAINING

When a new DCHA order or regulation, or a change in an existing order or regulation, directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiation. Except in emergency situations, DCHA shall give written notice, seven (7) days in advance, and shall consult with the Union prior to the issuance of the new or changed order or regulation. In an emergency situation, DCHA shall consult with the Union as soon as conditions allow.

ARTICLE 34
DURATION AND FINALITY OF AGREEMENT

Section A

This Agreement will become effective upon approval and ratification as set forth in the Parties' Ground Rules for Contract Negotiations Agreement and will remain in full force and effect until September 30, 2021. If the Agreement is disapproved because specific provisions are asserted to be contrary to applicable law or if the Agreement is not ratified, the Parties will meet within thirty (30) days and resume bargaining to negotiate replacement provisions or agree to delete them.

Section B

This Agreement shall automatically renew for one (1) year periods thereafter unless either party gives to the other party written notice of its intent to terminate or modify the Agreement no later than May 4, 2020 or any subsequent May 4 anniversary thereafter. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both.

Section C

The Parties acknowledge that this Agreement represents the result of negotiations during which both Parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

Section D

It is agreed that any request by either Party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all Parties mutually agree in writing during the terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.

Section E

Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

APPENDIX A
TABLE OF PENALTIES

This Appendix sets forth DCHA's Table of Penalties Guide. It identifies the infractions for which a member may be disciplined together with the range of penalties for each offense. DCHA shall not be strictly limited to the infractions and range of penalties listed in the Appendix (Table of Penalties). DCHA will use this statement of policy in accordance with Article 14, Discipline.

A member against whom discipline is proposed, or the Union acting on his behalf, is free to challenge DCHA's choice of any penalty from the Table as excessive and seek to mitigate the penalty.

	PENALTIES		
OFFENSE OR INFRACTION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
1. Fraud in Securing Appointment or Falsification of Official Records:			
a. Falsification of application for appointment or other personal history record by omission, or by making a false entry, with respect to a material item which would have precluded or cast doubt upon the advisability of selection for appointment or promotion.	Removal		
b. Willfully and knowingly making an untruthful statement of any kind in any verbal or written report pertaining to his/her official duties as a DCHA Police Officer to, or in the presence of any superior officer, or intended for the information of any superior officer, or making any untruthful statement before any court or any hearing.	Removal		
c. Falsification of material facts by omission, or by making a false entry, in official documents or records where property or funds are misused.	Removal		

2. Incompetence:			
a. Unsatisfactory performance of one or more major duties of his/her position, including duties directed by the Chief of Police as set forth in the policies, procedures, General Orders and Directives.	Reprimand to removal	Suspension for thirty (30) days to removal	Removal
b. Uninsurability under the DCHA's insurance policy if driving is a job requirement	Removal		
c. Failure to meet the qualification requirements for firearms use or training requirements for other service weapons issued by DCHA.	Removal		
d. Inefficiency as evidenced by repeated and well-founded complaints from supervisors and superior officers concerning the performance of police duty.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal
e. Revocation or suspension by Metropolitan Police Department of Special Police Officer's Commission or by other regulatory issuer of federal, state or D.C. certification, permit or license required to perform part or all of the member's duties.	Suspension for period of suspension of Commission to Removal	Removal	
3. Inexcusable Neglect of Duty:			
a. Negligence in performing official duties, including failure to follow verbal or written instructions, General Orders and Directives issued by the Chief of Police.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal

b. Failure to work safely, to observe precautions or to use protective clothing or equipment issued by DCHA, when such use is required.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
c. Failure to provide appropriate service or handle an assignment arising out of interaction with DCHA residents, employees or the public.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
d. Intentionally providing misleading or inaccurate information to, or unauthorized representation of the Authority, before the Board of Commissioners, D.C. City Council, United States Congress, or the public.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
e. Willful failure to report promptly to the Chief of Police, any disloyalty or suspected disloyalty to the United States or to the Government of the District of Columbia; or to report promptly any violation by any person whomsoever, without or within the DCHAPD, of the Criminal Code of either the United States or the District of Columbia; or ignoring, concealing, or covering up a recognized offense or material fact, including the violation of any DCHAPD rules and regulations, for or about another employee, a supervisor, or a subordinate employee, which, if revealed, could result in disciplinary action being taken against the member.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal

f. Sworn Officer's serious or repeated violations of traffic regulations while driving an Authority patrol vehicle or a vehicle rented or leased for official policy purposes. Also, any reckless driving or improper operation of any motor vehicle by any member on Authority premises.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
g. Sleeping on duty.	Reprimand to removal	Suspension for up to thirty (30) days to removal	Removal
h. Failure to comply with rules issued by the Chief of Police on appearance, grooming and general rules of professional appearance.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
i. The negligent use or negligent loss of a firearm, service weapon, or other equipment not in conformity with Section 207, Title 6A, District of Columbia Municipal Regulations; and/or not in conformity with General Order No. 501 (Use of Force).	Reprimand to removal	Removal	
j. Failure to comply with DCHA guidelines and orders for the lawful use of force in the performance of duties.	Reprimand to removal	Removal	
k. Failure to report any Driving Under the Influence (DUI) or Driving While Impaired (DWI) charge occurring on or off the job which results in the loss of member's driver license or the restriction of driving privileges.	Removal		

l. Engaging in outside work, at any time, which presents a conflict of interest or the appearance of a conflict of interest.	Reprimand to removal	Removal	
m. Unauthorized performance of DCHA work by members outside of established work schedules without the supervisor's knowledge or approval.	Reprimand to removal	Removal	
n. Smoking in the workplace except in those locations that have been specifically designated as smoking areas.	Reprimand to removal	Removal	
4. Lack of Dependability:			
a. Malingering or feigning illness or disability in order to evade the performance of duty.	Reprimand to removal	Removal	
b. Abuse of sick leave after failing to comply with written leave restriction(s).	Reprimand to suspension for up to fifteen (15) days	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
5. Insubordination:			
a. Refusal to obey orders or directives issued by the Chief of Police or willfully disobeying or refusing to comply with orders of any supervisor.	Reprimand to removal	Suspension of thirty (30) days to removal	Removal
b. The refusal of a member to submit to any testing or any type of examination required to remain qualified for duty.	Removal		

c. Refusal to accept any temporary assignment, reassignment, overtime or change in tour of duty or location.	Reprimand to removal	Suspension of thirty (30) days to removal	Removal
6. Dishonesty:			
a. Theft, destruction, or gross neglect in the use of DCHA property or materials, or of property or materials of any other person or tenant organization on DCHA property.	Suspension of up to fifteen (15) days to removal	Removal	
b. Deliberately misrepresenting facts of a situation in order to avoid carrying out assigned duties and/or responsibilities.	Suspension of up to thirty (30) days	Suspension of up to thirty (30) days to removal	Removal
c. Misuse, whether or not for personal gain, of DCHA funds or property, or other funds or property which come into the member's possession by reason of his/her official position.	Reprimand to removal	Suspension of thirty (30) days of removal	Removal
d. Submission of falsely stated travel, payroll, time and attendance, loan or purchase vouchers or other supporting documents.	Removal		
7. Inexcusable Absence:			
a. Failure to return to work at the end of a period of approved leave, including leave of absence.	Reprimand to removal	Removal	

b. Absence from work when the member has requested permission to be absent and the request has been denied. AWOL i.e., absence from duty without official leave.	Reprimand to suspension of up to fifteen (15) days	Suspension of thirty (30) days to removal	Removal
c. Violation of Tardiness Rules as evidenced by repeated document tardiness, which results in disciplinary action. Three tardy incidents within a (twelve) 12-month period shall be prima facie evidence of an infraction worthy of admonition. The member shall be disciplined on the fourth such instance.	Reprimand	Suspension of up to twenty (20) days	Suspension of twenty (20) days to removal
d. Failure to report for previously scheduled overtime or other relief without reasonable cause.	Reprimand to suspension of up to five (5) days	Removal	
8. Criminal Activity:			
a. Conviction of a felony on criminal charges for which a member may be imprisoned for more than one year. A plea of guilty or a conviction following a plea of <i>nolo contendere</i> , to such charge shall be deemed a conviction.	Removal		

b. Compromise a felony or any unlawful act or participate in, assent to, aid or assist any person suspected of a crime to escape full investigation or criminal process by failing to give known facts or reasonable cause of suspicion, or withdrawing any information relative to the charge or suspicion from the proper authorities. Receive any money, property, favor, or other compensation from, or on account of allowing, any person to go at large without due effort to investigate a crime.	Removal		
c. Promotion of, or assisting in the operation of, any organized gambling scheme, other than that permitted by law or regulation.	Reprimand to removal	Removal	
b. Gambling, other than that permitted by law or regulation.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
c. Conviction of a misdemeanor, when the conviction is based on conduct that would affect adversely the member's or the Authority's ability to perform effectively. A plea of guilty, a finding of guilty, or a conviction following a plea of <i>nolo contendere</i> , to such a charge shall be deemed a conviction.	Removal		
9. Discourteous Treatment of the Public, a Supervisor or Other Employee:			

a. Using unnecessary and wanton force in arresting or imprisoning any person, or being discourteous or using unnecessary violence toward any person.	Reprimand to removal	Removal	
b. Knowingly making false or unfounded charges or statements concerning other employees, supervisors, or management officials.	Reprimand to removal	Suspension for ten (10) to twenty (20) days	Suspension for thirty (30) days to removal
c. Wrongfully threatening, fighting, inflicting bodily harm or intimidating, abusing, or coercing other employees, residents, or other persons or provoking such actions by others. Offering physical resistance to competent authority.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal
d. Rude or boisterous play or conduct which adversely affects policing, productivity, discipline, or morale.	Reprimand to removal	Suspension for up to fifteen (15) days to removal	Suspension for fifteen (15) days to removal
e. Use of abusive or offensive language or discourteous or disrespectful conduct toward official superiors, other employees or the public.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
10. Any Political Activity Other Than That Which is Permitted by Law or the Constitution.		Violations shall be referred to special counsel of Merit Systems Protection Board (“MSPB”); punishment as ordered by the MSPB under the federal Hatch Act or successor law.	
11. Misuse, Mutilation or Destruction of Authority Property, Public Records, or Funds:			
a. Being found at fault as a result of an investigation of an accident involving a DCHA vehicle.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal

b. Use of, or authorizing use of, DCHA vehicle, service weapons, uniforms, property, facilities, or employees for other than official police business and noncompliance with specifications of the Chief of Police.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal
c. Willful concealment, misuse, removal, mutilation, alteration, or destruction of DCHA property, public records, or funds.	Reprimand to removal	Suspension of fifteen (15) days to removal	Suspension of thirty (30) days to removal
d. Use or possession of any weapon or equipment on duty other than those issued and authorized by DCHA	Reprimand to removal	Removal	
e. Failure to report an accident, involving an Authority vehicle, to the Authority and/or the police.	Reprimand to removal	Suspension of up to thirty (30) days	Suspension of thirty (30) days to removal
12. Other Failure of Good Behavior or Misconduct Which Is of Such a Nature That It Would Interfere with the Efficiency or Integrity of Authority Operations or Discredit The Employee's Performance:			
Being charged with or the commission of or participation in criminal, dishonest, or other conduct, of a nature that would interfere with the efficiency or integrity of Authority operations; or adversely affect the public's perception of the Authority or the member's performance.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal

13. Engaging in a Strike:			
a. Blocking or obstructing the lawful use by any other person(s) of any public thoroughfare or property, or of any position of access or exits to or from any public building, sidewalk, driveway, or the like if engaged in as part of a labor dispute with the Authority.	Reprimand to removal	Reprimand to removal	Reprimand to removal
b. Preventing any person from engaging in or continuing in any lawful work or use of equipment, by intimidation, force, or coercion of any kind, if engaged in as part of a labor dispute with the DCHA.	Suspension for thirty (30) days to removal	Reprimand to removal	Reprimand to removal
c. Failure or refusing to report to work, if such failure or refusal is engaged in as part of a labor dispute with the DCHA.	Reprimand to removal	Removal	
d. Failure or refusing to perform required duties, or performing them in an unsatisfactory manner, after warning from the member's supervisor, if such action or inaction is engaged in as part of a labor dispute with the DCHA.	Removal		
14. Misuse of Official Position or Unlawful Coercion of an Employee for Personal Gain or Benefit:			
a. Unauthorized display of a badge, a weapon or other evidence of authority.	Suspension for ten (10) days to removal	Suspension for thirty (30) days to removal	Removal

b. Soliciting or accepting gifts, loans, gratuities, favors or other consideration given to a member for the performance of his/her official duties. Members may not accept pay, either in money or in kind, from a resident for any reason.	Reprimand to removal	Suspension for thirty (30) days to removal	Removal
c. Any use of member's official position for personal gain, including gain for family, which is prohibited by the DCHAPD Code of Conduct or DCHA's conflict of interest rules.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
d. Divulging confidential information from privileged official records to unauthorized individuals.	Suspension for thirty (30) days to removal	Removal	
e. Willful failure to pay those debts incurred to governments (Federal, State, or D.C.) in response to demands for payment without acceptable reasons. Willful failure to pay debts to commercial establishments and individuals supported by court judgments.	Reprimand to removal	Removal	
f. Violation of either DCHA's policy prohibiting sexual harassment or general order No. 109.	Reprimand to removal	Removal	

g. Discrimination as defined in the D.C. Human Rights Act of 1977, D.C. Code §2-1402 et. seq., to include but not be limited to race, age, creed, color, language, sex, socio-economic-cultural background, political affiliation, marital status, national origin, religion, sexual orientation, or disability.	Reprimand to removal	Suspension for thirty (30) days to removal	Removal
15. Alcohol Misuse and Substance Abuse:			
a. Drinking alcoholic beverage or beverage as described in Section 3, paragraph (e), "District of Columbia Alcohol Beverage Control Act," or being under the influence of "alcoholic beverage" or "beverage" while on duty.	Reprimand to removal	Suspension for ten (10) days to removal	Removal
b. Drinking "alcoholic beverage" or "beverage" as described in D.C. Code § 25-0103(5), "District of Columbia Alcohol Beverage Control Act," while in uniform off duty.	Reprimand to removal	Suspension for ten (10) days to removal	Removal

APPENDIX B

COMMITTEE TO EXPLORE OUTSIDE EMPLOYMENT FOR POLICE OFFICERS AND SENIOR POLICE OFFICERS

The Parties agree to establish a committee on the subject of police-related outside employment for DCHA police officers and senior police officers. The committee shall consist of appropriate management and union representatives. Union representatives shall include no more than two officers each from the subject groups and a union official.

The committee will meet quarterly, but may agree to meet more frequently to discuss outstanding issues.

The committee's findings will be submitted to the Chief of Police no later than one year after the execution of this agreement.

District of Columbia Housing Authority

Adrianne Todman
Executive Director

Fraternal Order of Police/DCHA Labor Committee

Yvonne Smith
Chairperson

APPENDIX C

MEMORANDUM OF UNDERSTANDING EVALUATION COMMITTEE

The Parties also agree that it will form a performance evaluation committee to meet and establish standards for the DCHAPD performance evaluation process. The parties agree that the evaluation committee will develop performance criteria to serve as the basis for the career ladder opportunity for Security Officers in order to advance from Grade 3 to Grade 4 based on satisfying the agreed upon criteria. These standards shall become effective October 1, 2014.

IN WITNESS THEREOF, the Parties have fully executed this Memorandum of Understanding intending to be bound thereby this _____ day of January 2014.

District of Columbia Housing Authority

Adrienne Todman
Executive Director

Fraternal Order of Police/DCHA Labor Committee

Yvonne Smith
Chairperson

District of Columbia Housing Authority
District Cooperative Agreement Registry COMPREHENSIVE

No.	Parties	Agency	Purpose of Agreement	Type	Execution Date	Expiration Date	Options	Dollar Amount	DCHA Dept.	Notes	Complete
1	DCHA and the District of Columbia Office of Unified Communications (OUC)	OUC	DCHA access to the Districts Citywide Radio System, Computer Aided Dispatch (CAD) related custom interfaces, and Mobile Data Computing Services FY15 COTR: Chief Joel Maupin	MOU	10/1/15	9/30/16	4 1 Yr. Options~ 10/01/2016; 10/01/2017; 10/01/2018; 10/01/2019	\$45,750.76	PS	* \$45,750.76 is 2016 Cost. Costs thereafter shall not exceed costs of equipment purchased	x
2	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Public Housing Repair Pilot Plan to maintain and make small repairs to DCHA public housing properties. DHCD FY16 COTR: Nathan Bovelle	MOU	5/1/16	12/31/16		\$940,000.00	PMO		x
3	DCHA and the District Department of Transportation (DDOT)	DDOT	DDOT Public Space Permit FY16 COTR: Kerry Smyser	MOD	10/1/16	9/30/17	3 1 Yr. Options~ 09/30/2017; 09/30/2018; 09/30/2018	None; Per DDOT Invoice Only	OCP		x
4	DCHA and the Districts Child and Family Services Agency (DCFS)	DCFS	Administration of the Rapid Housing Support Program for CFSA Families FY17 COTR: Ron McCoy	MOU	10/1/16	9/30/17	3 1 Yr. Options~ 10/01/2017; 10/01/2018; 10/01/2019	\$ 972,000.00	HCVP	CFSA shall transfer up to \$972,000.00 to DCHA FY 17: \$900,000.00 for CFSA Clients Housing Subsidy and \$72,000.00 to DCHA for administrative costs to DCHA.	x
5	DCHA and the District of Columbia Department of Human Services Family Services Administration (DHSFSA)	DHSFSA	Administration of DHS Permanent Supportive Housing Mod No. 1 FY17 COTR:	MOD	10/1/16	9/30/17		\$ 11,841,710.00		2015 MOU Not on File	x
6	DCHA and the District of Columbia Department of Behavioral Health (DBH) for Administration of Housing Bridge Subsidy Program	DBH	Administration of the Housing Bridge Subsidy Program for the Home First Program FY17-13th Amendment COTR: Ron McCoy	MOD	10/1/16	9/30/17		\$ 1,250,000.00	HCVP		x
7	DCHA and the District of Columbia Office of Unified Communications (OUC)	OUC	DCHA access to the Districts Citywide Radio System, Computer Aided Dispatch (CAD) related custom interfaces, and Mobile Data Computing Services Mod No. 1 FY16	MOD	10/1/16	9/30/17		\$ 46,065.59	PS		x
8	DCHA and DC Office of the Chief Technology Officer (OCTO)	OCTO	Provisioning and Maintenance of Telecommunication (Data & Voice) Services DCNet FY17 COTR: Richard Congo	MOA	10/1/16	9/30/17		\$ 232,140.00	ITD		x
9	DCHA and the District of Columbia Metropolitan Police Department (MPD)	MPD	DCHAPD uniformed members Fitness for Duty examinations and routine physical examinations through the MPD Police and Fire Clinic (PFC) FY16 COTR: Chief Joel Maupin	MOU	10/11/16	9/30/17		\$ 10,621.28	PS		x
10	DCHA and Deputy Mayor of Planning and Economic Development (DMPED)	DMPED	Pre-Redevelopment of Barry Farm Wade Apartments and the Districts New Communities Initiative COTR: Kimberly Black-King	MOU	10/28/16	9/30/17	1 1 Yr. Option~ 10/1/2017	\$ 13,000,000.00	OCP	\$6,263,853.00 (FY16); \$13,000,000.00	x
11	DCHA and the District of Columbia Criminal Justice Coordinating Council (CJCC)	CJCC	DCHAPD Viewing Agency authorization for the Justice Information System (JUSTIS) Criminal Information System COTR: Chief Joel Maupin	MOA	12/1/16	Indefinite		\$ -		\$10,000,000.00	x

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No.	Parties	Agency	Purpose of Agreement	Type	Execution Date	Expiration Date	Options	Dollar Amount	DCHA Dept.	Notes	Complete
12	DCHA and the Mayors Office of Lesbian Bisexual Gay Transgendered and Questioning Affairs (LBGTQ)	LBGTQA	Implementation of Joint effort of LBGTQ Seniors eligibility determination for the LRSP Program - 10 Vouchers	MOU	2/14/17	9/1/17		\$ -		No funds exchanged in connection with this MOU	x
13	DCHA and the District of Columbia Office of Aging	DCOA	Implementation of Joint effort of Seniors with Disabilities eligibility determination for the LRSP Program - 10 Vouchers	MOU	3/1/17	9/30/17		\$ -		No funds exchanged in connection with this MOU	x
14	DCHA and the District of Columbia Office of Unified Communications (OUC)	OUC	DCHA access to the Districts Citywide Radio System, Computer Aided Dispatch (CAD) Scope: Revision Responsibilities of the Seller to include Battery Testing and Radio Replacement Mod No. 2	MOD	4/1/17	9/30/18		\$ 46,056.59	PS		x
15	DCHA and Deputy Mayor of Planning and Economic Development (DMPED)	DMPED	Capper Carrollsburg Redevelopment Roadway and Infrastructure COTR: Merrick Malone	MOU	5/5/17	5/5/18		\$ 485,000.00	OCP	Term of 1 year or until funds exhausted.	x
16	DCHA and the District of Columbia Metropolitan Police Department (MPD)	MPD	Access to and Use of MPD local Criminal Justice Information System (CJIS) COTR: Chief Joel Maupin	MOU	5/9/17	Indefinite		\$ -	PS		x
17	DCHA and Howard University dba/ Center for Urban Progress	HU	Continue a Collaborative Relationship to Provide Youth and Adult Services for Park Morton and Garfield Residents COTR: Sherrill Hampton	MOU	6/1/17	5/31/18		\$ 70,000.00	ORS		x
18	DCHA and Exodus Treatment Center	Exodus	Youth Development, Family Enrichment and Parent Program Services to Residents at Woodland Terrace COTR: Hammere Gebreyes	MOU	9/1/17	6/1/18		\$ 27,000.00	OED		x
19	DCHA and A Wider Circle	Wider Circle	Resources and Support to Barry Farm Residents COTR: Hammere Gebreyes	MOU	10/1/17	3/30/19		\$ 45,000.00	OED		x
20	DCHA and District of Columbia Department of Human Services (DHS)	DHS	Co-location of DCHA staff at DHS Headquarters for DHS housing programs: FRSP, TAFA and PSH Programs at 64 New York Avenue COTR: Cheryl Robinson	MOA	10/1/17	10/1/18	4 1 Yr. Options~ 10/01/2018; 10/01/2019; 10/01/2020; 10/01/2021		HCVF		x
21	DCHA and the District of Columbia Department of Human Services Family Services Administration (DHSFSA)	DHSFSA	Administration of the Rapid Housing Support Program Administration for CFSA Families FY18 COTR: Ron McCoy	MOU	10/1/17	9/30/18	3 1 Yr. Options~ 10/01/2018; 10/01/2019; 10/01/2020	\$ 756,000.00	HCVF	CFSA shall transfer up to \$756,000.00 to DCHA FY 18: \$700,000.00 for CFSA Clients Housing Subsidy and \$56,000.00 to DCHA for administrative costs to DCHA.	x
22	DCHA and the District of Columbia Department of Human Services (DHS)	DHS	Administration of the DHS Family Rehousing and Stabilization Program (FRSP) Stabilized Housing, Streamline Rental Payments and Unit Inspections FY18 COTR: Ron McCoy	MOA	10/1/17	9/30/18	4 1 Yr. Options~ 10/01/2018; 10/01/2019; 10/01/2020; 10/01/2021	\$ 23,715,422.80	HCVF		x
23	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Administration inspection, maintenance, partial demolition of various DHCD property inventory Property Acquisition and Disposition Division (PADD) to stabilize and secure property inventory of DHCD FY18 COTR: Hugh Triggs	MOU	10/1/17	9/30/18		\$ 700,000.00	OCP		x

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No.	Parties	Agency	Purpose of Agreement	Type	Execution Date	Expiration Date	Options	Dollar Amount	DCHA Dept.	Notes	Complete
24	DCHA and the District Department of Public Works (DPW)	DPW	Reimbursement to DPW for the cost of salt during Snow Season November 1, 2017 through April 30, 2018 FY18 COTR: Robert Magruder	MOU	10/1/17	9/30/18	4 1 Yr. Options~ 10/01/2018; 10/01/2019; 10/01/2020; 10/01/2021	\$ 20,946.00	OAS		x
25	DCHA and the District of Columbia Office of Unified Communications (OUC)	OUC	DCHA access to the Districts Citywide Radio System, Computer Aided Dispatch (CAD) related custom interfaces, and Mobile Data Computing Services Mod No. 3 FY18	MOD	10/1/17	9/30/18		\$ 46,590.71	PS		x
26	DCHA and Deputy Mayor of Planning and Economic Development (DMPED)	DMPED	Capital Improvements for DCHA Properties in New Communities Initiative (NCI) Neighborhoods COTR: Kimberly Black-King	MOU	11/20/17	11/20/18		\$ 4,709,250.00	OCP	Term of 1 year or until funds exhausted.	x
27	DCHA and Pathways DC	PDC	Read-Only Access for Pathways to access DCHA's SharePoint system for purposes of acquiring housing inspection information to assist Pathways in daily business activities COTR: Ron McCoy	MOU	12/13/17	Indefinite		\$ -	ORS	No Payments from MOU Parties. MOU will be reviewed every two years beginning September 2019	x
28	DCHA and the District of Columbia Metropolitan Police Department (MPD)	MPD	DCHAPD uniformed members Fitness for Duty examinations and routine physical examinations through the MPD Police and Fire Clinic (PFC) FY18 COTR: Chief Joel Maupin	MOU	12/21/17	9/30/18		\$ 10,363.14	PS		X
29	DCHA and Training Grounds Inc.	TGI	Training Grounds, Inc., will provide an Entrepreneurship Express Program (EEP) that emphasizes self-sufficiency through entrepreneurship for DCHA Residents.	MOU	8/1/18	11/16/18		\$ 23,761.00	ORS		x
30	DCHA and the District of Columbia Department of Health (DOH)	DOH	Administration of Tennant Based Rental Assistance (TBRA) to participating landlords on the behalf of Housing Opportunities for Persons With AIDS (HOPWA) Program COTR: Ron McCoy	MOU	10/1/18	9/30/19		\$ 6,866,768.00	HCVP		X
31	DCHA and the District of Columbia Child and Family Services Agency (DCFS)	DCFS	Administration of the Rapid Housing Support Program for CFSA Families FY19 COTR: Ron McCoy	MOU	10/1/18	9/30/19	3 Options~ 10/01/2019; 10/01/2020; 10/20,2021	\$ 700,000.00	HCVP		X
32	DCHA and the District of Columbia Metropolitan Police Department	MPD	DCHAPD uniformed members Fitness for Duty examinations and routine physical examinations through the MPD Police and Fire Clinic (PFC) FY19 COTR: Chief Joel Maupin	MOU	10/1/18	09/30/20/19		\$ 10,335.93	PS	Fitness for Duty Examinations NTE \$2774.47 per exam; Physical Exams NTE \$670.84 per exam	x
33	DCHA and the District of Columbia Office of Unified Communications (OUC)	OUC	DCHA access to the Districts Citywide Radio System, Computer Aided Dispatch (CAD) related custom interfaces, and Mobile Data Computing Services Mod No. 4 FY19	MOD	10/1/18	9/30/19		\$ 33,294.69	PS		x
34	DCHA and the District of Columbia Office of the Chief Technology Officer (OCTO)	OCTO	DCHA provision and maintenance of Internet Service, Equipment Service and Technical Support for Telecommunication Service for FY20	MOU	10/1/19	9/30/20		\$ 134,699.40	ITD		x

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No.	Parties	Agency	Purpose of Agreement	Type	Execution Date	Expiration Date	Options	Dollar Amount	DCHA Dept.	Notes	Complete
35	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Administration inspection, maintenance, partial demolition of various DHCD property inventory Property Acquisition and Disposition Division (PADD) to stabilize and secure property inventory of DHCD FY19 COTR: Hugh Triggs	MOU				\$ 600,000.00	OCP	MOU Not provided Need Fully Signed Document	
35	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Administration inspection, maintenance, partial demolition of various DHCD property inventory Property Acquisition and Disposition Division (PADD) to stabilize and secure property inventory of DHCD Additional Funding FY19 Amendment No. 1 COTR: Merrick Malone	AMDMT	7/26/19	9/30/20		\$ 100,000.00	OCP	Amendment No. 1 and No. 2 appear to be the same MOU one with Transmittal. Partially signed MOU Need Fully Signed Document	
36	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Administration inspection, maintenance, partial demolition of various DHCD property inventory Property Acquisition and Disposition Division (PADD) to stabilize and secure property inventory of DHCD Additional Funding FY19 Amendment No. 2 COTR: Merrick Malone	AMDMT	9/30/19	9/30/19			OCP	Amendment No. 1 and No. 2 appear to be the same MOU one with Transmittal. Partially signed MOU Need Fully Signed Document	
37	DCHA and Department of Health (DC Health), HIV/ AIDS, Hepatitis, STD, and TB Administration (HAHSTA)	HAHSTA	DCHA and DC Dept. of Health FY19					\$ 6,866,768.00		MOU Not provided Need Fully Signed Document	
38	DCHA and the District of Columbia Department of Human Services (DHS)	DHS	Rental assistance payments on behalf of landlords with DHS FRSP							MOU Not provided Need Fully Signed Document	
39	https://bit.ly/3pFFK7A	HAHSTA	Amendment to MOU with HAHSTA and DCHA							MOU Not provided Need Fully Signed Document	
40	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	MOU with DCHA and DCHD							Not sure what this is? MOU Not provided Need Fully Signed Document	
41	https://bit.ly/36zeDDv	DHS	MOU with DHS, FSA and DCHA comprised of ESG funds (rent and security deposits)		9/10/19	9/30/20				MOU Not provided Need Fully Signed Document	
42	https://bit.ly/3asWRD2	DOEE	MOU with DCHA and DOEE to provide lead hazard data FY19 10/01/2018 through 09/30/2019							MOU Not provided Need Fully Signed Document	
43	DCHA and the District of Columbia Department of Behavioral Health (DBH) for Administration of Housing Bridge Subsidy Program	DBH	Administration of the Housing Bridge Subsidy Program for the Home First Program FY19 Amendment No. COTR:	AMDMT	8/26/19	9/30/19		\$ 9,159,602.00		MOU Not provided Need Fully Signed Document	
44	DCHA and District of Columbia Department of Aging & Community Living (DACL)	DACL	DCHA and DACL to communication and exchange information to improve successful transition outcomes for DACL clients to with vouchers COTR: Carolyn Punter	MOA	11/1/19	Indefinite			HCVP	No Fund Transfer contemplated for this MOA	x

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No.	Parties	Agency	Purpose of Agreement	Type	Execution Date	Expiration Date	Options	Dollar Amount	DCHA Dept.	Notes	Complete
45	DCHA and District of Columbia Department of Employment Services (DOES)	DOES	MOU with DCHA and DOES for District of Columbia Workforce Investment Council (DC WIC) One-Stop AJC Partner Program FY20 10/01/2019- 09/30/2020 COTR: Carolyn Punter	MOU	12/15/19	9/30/20		\$0	HCVP	Non Cost Allocation IFA Partner	X
46	DCHA and the District of Columbia Metropolitan Police Department (MPD)	MPD	MOU with DCHA and MPD to protect residents and visitors	MOU						MOU Not provided Need Fully Signed Document	
47	DCHA and the District of Columbia Department of Energy and Environment (DOEE)	DOEE	MOA with DCHA and DOEE to provide Lead Hazard Data Amendment No. 1 to extend services for FY20 COTR: Joanne Wallington	MOA	9/30/19	9/30/20		\$0	OAC	No Fund Transfer contemplated for this MOA	X
48	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Administration inspection, maintenance, partial demolition of various DHCD property inventory Property Acquisition and Disposition Division (PADD) to stabilize and secure property inventory of DHCD Additional Funding FY19 Amendment No. 3	AMDMT	9/30/19	9/30/20		\$ 476,943.43	OCP	Partially signed MOU Need Fully Signed Document	
49	DCHA and the District of Columbia Department of Behavioral Health (DBH) for Administration of Housing Bridge Subsidy Program	DBH	Administration of the Housing Bridge Subsidy Program for the Home First Program FY19 Amendment No. 2 COTR:	AMDMT	8/26/19	9/30/19		\$ 700,000.00			x
50	DCHA and the District of Columbia Child and Family Services Agency (DCFS)	DCFS	Administration of the Rapid Housing Support Program for CFSA Families FY19 Amendment No. 1 for FY20 COTR: Carolyn Punter	AMDMT	12/23/19	9/30/20		\$700,000.00	HCVP	DCHA to invoice \$175,000.00 quarterly in October, January, April and July	x
51	DCHA and the District of Columbia Department of Housing and Community Development (DHCD)	DHCD	Administration inspection, maintenance, partial demolition of various DHCD property inventory Property Acquisition and Disposition Division (PADD) to stabilize and secure property inventory of DHCD FY20 COTR: Angel Reynolds	MOU	10/1/19	9/30/20		\$500,000.00	OCP	Unsigned MOU Need Fully Signed Document	
52	DCHA and Department of Human Services Family Services Administration (DHFS)	DHFS	Administration of DHS Permanent Supportive Housing Program FY21 COTR: Carolyn Punter	MOU	9/23/20	9/30/21		\$12,000,000.00		DCHA shall earn and be entitled quarterly Administrative Fee in an amount equal to six percent (6%) of the funds paid by DCHA for rental subsidies and security deposits NTE \$12M	x
53	DCHA and District of Columbia Department of Human Services (DHS)	DHS	DCHA and DHS to administer rental assistance payments to participating landlords on behalf of the DHS Family Rehousing and Stabilization Program (FRSP) for FY21 COTR: Carolyn Punter	MOA	9/23/20	9/30/21		\$50,000,000.00		DCHA shall invoice December 29, 2020, March 30, 2021, and June 30, 2021	x
54	DCHA and Department of Health (DC Health), HIV/AIDS, Hepatitis, STD, and TB Administration (HAHSTA)	HAHSTA	Administration of Tenant-Based Rental Assistance (TBRA) payments to participating landlords on behalf of the HAHSTA Housing Opportunities for Persons with AIDS (hereinafter referred to as "HOPWA") for FY21 COTR: Carolyn Punter	MOU	10/1/20	9/30/21		\$6,727,320.00	HCVP	Partially signed MOU Need Fully Signed Document	

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No.	Parties	Agency	Purpose of Agreement	Type	Execution Date	Expiration Date	Options	Dollar Amount	DCHA Dept.	Notes	Complete
55	DCHA and the District of Columbia Metropolitan Police Department (MPD)	MPD	Video data sharing from DCHA to MPD to enable MPD to pursue its mission to safeguard the District of Columbia and protect its residents and visitors with the highest regard for the sanctity of human life FY20 COTR: Chief Joel Maupin	MOA	2/3/20	9/30/20		\$0	PS	No Fund Transfer contemplated for this MOA Partially signed MOU Need Fully Signed Document	
56	DCHA and District of Columbia Department of Human Services (DHS)	DHS	ESG funding to pay rent and security deposits to rapidly rehouse individuals and families experiencing homelessness within the District's Continuum of Care as defined in the HSRA for FY20 Mod No. 1 COTR: Carolyn Punter	MOD	10/26/20	9/30/20		\$50,000,000.00	HCVP	Partially signed MOU Need Fully Signed Document	
57	DCHA and District of Columbia Public Schools (DCPS)	DCPS	Data sharing to assist DCPS with Impact Funding under the Elementary and Secondary Education Act (ESEA) with address sharing to accurately determine federally connected students at Eligible DCHA Properties COTR: Byron Pugh	MOA	11/3/20	11/3/25	5 One-Year Options~ 11/3/2026; 11/3/2027; 11/3/2028; 11/3/2029; 11/3/2030	\$0	ORS	No Fund Transfer contemplated for this MOA	x
58	DCHA and Barry Farm Redevelopment Associates, LLC	Barry Farm	Barry Farm Redevelopment Infrastructure Loan Funding Agreement for costs related to advancing the horizontal and public infrastructure design and engineering costs COTR: Senthil Sankaran	MOA	7/17/20	6/30/21		\$ 10,000,000.00	OCP	Term based upon Infrastructure Schedule	x
59	DCHA and Barry Farm Redevelopment Associates, LLC	Barry Farm	Barry Farm Redevelopment Master Development Agreement to amend the schedule for the completion of the Development Amendment No. 2 COTR: Senthil Sankaran	AMDMT	7/17/20	10 months following construction completion			OCP		x
60	DCHA and Barry Farm Redevelopment Associates, LLC	Barry Farm	Barry Farm Redevelopment Phase 1B Ground Lease Option COTR: Senthil Sankaran	MOA	7/17/20	12/31/21			OCP		x
61	DCHA and the University of the District of Columbia (UDC)	UDC	Workforce Development and Occupational Training Programs to reduce unemployment and underemployment in the District of Columbia by enhancing the skills of residents for FY20 COTR: Brian K. Harris	MOU	12/23/19	9/30/20	3 One-Year Options~ 08/30/2021; 08/30/2022; 08/30/2023	\$ 150,000.00	ORS	DCHA shall pay Quarterly Payments January, April, July and October	x
62	District of Columbia (District) Department of Human Services (DHS)	DHS	DCHA and DHS to administer rental assistance payments to participating landlords on behalf of the DHS Family Rehousing and Stabilization Program (FRSP) for FY20 COTR: Carolyn Punter	MOA	9/23/19	9/30/20	4 One-Year Options~	\$ 37,500,000.00	HCVP		x
63	DCHA and Deputy Mayor for Planning and Economic Development (DMPED)	DMPED	DCHA to completely abate (remove) lead from, or implement measures (the "Interim Controls") for New Communities Initiative (NCI) Neighborhoods (Park Morton Risk Assessment) COTR: Merrick Malone OCP	MOU	2/21/19	2/21/20		\$ 4,500,000.00	OCP	Term: 1-year from date of execution or exhaustion of funds whichever is sooner. Partially signed MOU Need Fully Signed Document	

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	FY 2019 BUDGET	FY 2019 ACTUAL
<u>REVENUE</u>		
Dwelling Rent	\$ 20,230,702	\$ 19,687,900
Federal MTW Block Grant	\$ 293,014,588	\$ 299,195,057
Federal Non MTW Vouchers	\$ 21,037,865	\$ 21,037,865
Local Government Programs	\$ 165,678,909	\$ 161,367,781
Other Revenue	\$ 2,530,147	\$ 9,620,131
Total Operating Revenue	\$ 502,492,211	\$ 510,908,734
<u>EXPENSES</u>		
Administrative	\$ 62,343,911	\$ 59,455,262
Tenant Services	\$ 2,679,232	\$ 4,349,668
Utilities	\$ 25,522,618	\$ 25,106,488
Maintenance	\$ 33,035,683	\$ 352,123,294
Protective Services	\$ 11,086,010	\$ 9,325,686
General Expenses	\$ 10,484,534	\$ 12,875,142
Housing Assistance Payments	\$ 349,750,223	\$ 361,776,389
Extraordinary Maintenance	\$ 7,590,000	\$ 7,429,638
Total Operating Expenses	\$ 502,492,211	\$ 832,441,567

	FY 20 BUDGET	FY 20 ACTUAL
<u>REVENUE</u>		
Dwelling Rent	\$ 19,703,503	\$ 18,678,230
Federal MTW Block Grant	\$ 283,441,294	\$ 295,576,907
Federal Non MTW Vouchers	\$ 22,650,635	\$ 29,181,193
Local Government Programs	\$ 183,012,984	\$ 196,172,409
Other Revenue	\$ 4,612,365	\$ 3,961,752
Total Operating Revenue	\$ 513,420,781	\$ 543,570,491
<u>EXPENSES</u>		
Administrative	\$ 76,111,401	\$ 76,436,994
Tenant Services	\$ 3,133,376	\$ 3,130,376
Utilities	\$ 26,575,518	\$ 22,841,418
Maintenance	\$ 15,226,034	\$ 15,749,296
Protective Services	\$ 2,914,525	\$ 2,785,403
General Expenses	\$ 19,253,585	\$ 21,905,999
Housing Assistance Payments	\$ 379,262,981	\$ 407,490,973
Extraordinary Maintenance	\$ 14,803,726	\$ 2,909,025
Total Operating Expenses	\$ 537,281,146	\$ 553,249,484

	FY 21 BUDGET	FY 21 ACTUAL
<u>REVENUE</u>		
Dwelling Rent	\$ 19,192,511	\$ 4,561,631
Federal MTW Block Grant	\$ 295,414,001	\$ 77,590,560
Federal Non MTW Vouchers	\$ 28,057,521	\$ 7,389,498
Local Government Programs	\$ 208,737,482	\$ 56,009,922
Other Revenue	\$ 2,590,158	\$ 347,762
Total Operating Revenue	\$ 553,991,673	\$ 145,899,373
<u>EXPENSES</u>		
Administrative	\$ 77,190,715	\$ 20,162,874
Tenant Services	\$ 780,260	\$ 181,576
Utilities	\$ 25,644,900	\$ 5,289,919
Maintenance	\$ 13,863,366	\$ 661,134
Protective Services	\$ 888,688	\$ 69,969
General Expenses	\$ 22,424,811	\$ 4,606,177
Housing Assistance Payments	\$ 416,862,601	\$ 109,544,325
Extraordinary Maintenance	\$ -	-
Total Operating Expenses	\$ 557,655,341	\$ 140,515,974

Funding Year	Property Identification	Task Description	Budget Amount	Contract Amount	Project Start Date	Target Project Completion date	% Completion
HYO21-FY21	BENNING TERRACE	Sidewalk Repairs/Replacement	\$400,000.00	not submitted yet			0%
HYO21-FY21	BENNING TERRACE	Lead Abatement	\$425,000.00	not submitted yet			0%
HYO21-FY21	CARROLL APARTMENTS	Replace Auto Doors \$10,000 per door	\$20,000.00	not submitted yet			0%
HYO21-FY21	CARROLL APARTMENTS	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	CARROLL APARTMENTS	Replace Elevators	\$650,000.00	not submitted yet			0%
HYO21-FY21	CARROLL APARTMENTS	Lead Abatement	\$1,200,000.00	not submitted yet			0%
HYO21-FY21	CLARIDGE TOWERS	Lead Abatement	\$25,000.00	not submitted yet			0%
HYO21-FY21	CLARIDGE TOWERS	A/E Design Phase	\$1,000,000.00	not submitted yet			0%
HYO21-FY21	FORT LINCOLN	Replace Elevators	\$650,000.00	not submitted yet			0%
HYO21-FY21	GARFIELD SENIOR	Build First Feasibility Study	\$200,000.00	not submitted yet			0%
HYO21-FY21	GREENLEAF SENIOR	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	GREENLEAF GARDENS	Development Gap	\$1,500,000.00	not submitted yet			0%
HYO21-FY21	GREENLEAF GARDENS	Mold / Asbestos Abatement Entire Property	\$2,300,000.00	not submitted yet			0%
HYO21-FY21	HARVARD TOWERS	Replace Auto Doors \$10,000 per door	\$20,000.00	not submitted yet			0%
HYO21-FY21	HARVARD TOWERS	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	HARVARD TOWERS	Replace Elevators	\$675,000.00	not submitted yet			0%
HYO21-FY21	HARVARD TOWERS	Clean Exhaust Ducts and Replace Rooftop Fans	\$125,000.00	not submitted yet			0%
HYO21-FY21	HARVARD TOWERS	Make-Ready Units	\$1,152,000.00	not submitted yet			0%
HYO21-FY21	Highland Dwellings II	Replace Emergency Generator	\$150,000.00	not submitted yet			0%
HYO21-FY21	Highland Dwellings II	A/E Design Phase	\$850,000.00	not submitted yet			0%
HYO21-FY21	Highland Dwellings II	Make-Ready Units	\$1,152,000.00	not submitted yet			0%
HYO21-FY21	HORIZON HOUSE	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	HORIZON HOUSE	Lead Abatement	\$450,000.00	not submitted yet			0%
HYO21-FY21	JAMES APARTMENTS	Replace Auto Doors \$10,000 per door	\$20,000.00	not submitted yet			0%
HYO21-FY21	JAMES APARTMENTS	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	JAMES CREEK	Lead Abatement	\$450,000.00	not submitted yet			0%
HYO21-FY21	JAMES CREEK	A/E Design Phase	\$739,500.00	not submitted yet			0%
HYO21-FY21	JUDICIARY HOUSE	Phase 5 Unit Rehab	\$2,700,000.00	not submitted yet			0%
HYO21-FY21	JUDICIARY HOUSE	Development Gap	\$6,770,000.00	not submitted yet			0%
HYO21-FY21	LEDROIT APARTMENTS	Replace Security Card Reader	\$50,000.00	not submitted yet			0%
HYO21-FY21	KELLY MILLER DWELLINGS	Feasibility Study	\$150,000.00	not submitted yet			0%
HYO21-FY21	KENTUCKY COURTS	Lead Abatement	\$1,700,000.00	not submitted yet			0%
HYO21-FY21	KNOX HILL	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	LANGSTON TERRACE	Feasibility Study	\$150,000.00	not submitted yet			0%
HYO21-FY21	LANGSTON TERRACE	Lead Abatement	\$6,350,000.00	not submitted yet			0%
HYO21-FY21	LANGSTON TERRACE	Roof Replacement	\$1,500,000.00	not submitted yet			0%
HYO21-FY21	POTOMAC GARDENS	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	REGENCY HOUSE	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	RICHARDSON DWELLINGS	Replace DHW and Heating Piping in crawl spaces	\$550,000.00	not submitted yet			0%
HYO21-FY21	RICHARDSON DWELLINGS	Make-Ready Units	\$1,435,500.00	not submitted yet			0%
HYO21-FY21	FORT DUPONT	Feasibility Study	\$150,000.00	not submitted yet			0%
HYO21-FY21	SIBLEY PLAZA	Replace Auto Doors \$10,000 per door	\$20,000.00	not submitted yet			0%
HYO21-FY21	SIBLEY PLAZA	Replace Security Card Reader	\$25,000.00	not submitted yet			0%
HYO21-FY21	SIBLEY PLAZA	Replace Emergency Generator	\$150,000.00	not submitted yet			0%
HYO21-FY21	SIBLEY PLAZA	Clean Exhaust Ducts and Replace Rooftop Fans	\$125,000.00	not submitted yet			0%
HYO21-FY21	SYPHAX GARDENS	Lead Abatement	\$2,300,000.00	not submitted yet			0%
HYO21-FY21	WOODLAND TERRACE	Feasibility Study	\$150,000.00	not submitted yet			0%
HYO21-FY21	Greenleaf Gardens Family	Make Ready Units (25 units)	\$1,653,000.00	\$1,092,545.38			0%
HYO21-FY21	James Creek	Make Ready Units (5 units)	\$552,000.00	\$358,766.54			0%
HYO21-FY21	Ft. Dupont	Make Ready Units (13 units)	\$712,000.00	\$726,497.66			0%
HYO21-FY21	Potomac Gardens	Unit Repairs (12 units)	\$874,000.00	\$325,636.82			0%
HYO21-FY21	Langston Terrace	Make Ready Units (50 units)	\$2,550,000.00	\$1,594,232.84			0%
HYO21-FY21	Judiciary House	Unit Repairs (10 units)	\$600,000.00	\$387,457.26			0%
HYO21-FY21	Syphax Gardens	Make Ready Units (16 units)	\$874,000.00	\$842,444.16			0%
HYO21-FY21	Kelly Miller / Ledroit	Make Ready Units (8 units)	\$360,000.00	\$211,793.70			0%
HYO21-FY21	Kentucky Courts	Unit Repairs (12 units)	\$420,000.00	\$305,737.94			0%
HYO21-FY21	Benning Terrace	Make Ready Units (41 units)	\$2,320,000.00	\$1,775,437.88			0%
HYO21-FY21	Hopkins Apartments	Unit Repairs (13 units)	\$456,000.00	\$360,416.32			0%
R&M-FY20	Judiciary House	Window Replacement	\$1,552,075.72	\$1,552,075.72			
R&M-FY20	Ledroit Senior Apts	Unit Renovations - Phase 3 (36 units)	\$3,701,254.72	\$3,701,254.72			
R&M-FY20	Various Properties	Exterior security lighting at various properties	\$954,271.15	\$954,271.15	8/3/20	11/15/20	100%
R&M-FY20	Judiciary House	Replacement basement ceiling	\$121,960.30	\$121,960.30			
R&M-FY20	Park Morton	Unit Repairs (15 units)	\$360,866.15	\$360,866.15			
R&M-FY20	Langston Addition	Water Main Installation	\$437,493.96	\$437,493.96			
R&M-FY20	Judiciary House	Building Sprinkler Installation	\$835,194.33	\$835,194.33			
R&M-FY20	Ledroit Senior Apts	Management Office and Lobby Renovations	\$175,274.98	\$175,274.98			
R&M-FY20	Judiciary House	Management Office Renovations	\$107,026.65	\$107,026.65			
R&M-FY20	Harvard Towers	Emergency Generator	\$168,268.74	\$168,268.74			
R&M-FY20	Sibley Plaza	Emergency Generator	\$171,425.11	\$171,425.11			
R&M-FY20	Horizon House	Emergency Generator	\$177,159.01	\$177,159.01			
R&M-FY20	Ledroit Senior Apts	Unit Renovations Phase 4 (33 units) - 2124 4th St NW	\$3,374,923.31	\$3,374,923.31			
R&M-FY20	Regency House	Emergency Generator	\$156,376.14	\$156,376.14			
R&M-FY20	Judiciary House	Replace Emergency Generator	\$88,404.34	\$88,404.34	Equip Ordered	Pracon field 1/25/21 Equipment ordered (20 week lead time)	10%

\$835,194.33
\$175,274.98
\$108,026.65
\$168,268.74
\$171,425.11
\$177,159.01

\$1,635,348.82

Funding Year	Property Identification	Task Description	Budget Amount	Contract Amount	Project Start Date	Target Project Completion date	% Completion
R&M-FY20	Kelly Miller	Replace roof and paint for 5 units	\$929,368.99	\$929,368.99	1/15/20	3/27/20	100%
R&M-FY20	Langston Addition	Replace roofing systems	\$225,909.15	\$225,909.15	9/30/19	2/26/20	100%
R&M-FY20	Judiciary House	Roof Replacement	\$954,484.75	\$954,484.75	2/3/20	8/7/20	100%
R&M-FY20	Judiciary House	Repair Parking Deck and Garage	\$998,049.13	\$998,049.13	3/3/20	8/20/20	100%
R&M-FY20	Langston Addition	Rout and Camera all sewer lines	\$80,725.07	\$80,725.07	3/30/20	4/30/20	100%
R&M-FY20	Langston Addition	Comprehensive renovation of 6 units	\$639,479.40	\$639,479.40	Remolition Permit insurance pending building permit pending DDCE requirements being addressed	pending	0%
R&M-FY20	Ledroit Senior Apts	Make ready units (6)	\$214,154.21	\$214,154.21	6/1/20	7/30/20	100%
R&M-FY20	Judiciary House	Repair all balcony	\$2,961,499.98	\$2,961,499.98	9/1/20	5/1/21	40%
R&M-FY20	Ledroit Senior Apts	Phase 1 - Unit Renovations (12 units)	\$2,368,298.40	\$2,368,298.40	9/1/20	7/14/21	10%
R&M-FY20	Judiciary House	Unit Renovations Phase 1 (29 units)	\$2,925,058.55	\$2,925,058.55	10/1/20	6/30/21	23%
R&M-FY20	Ledroit Senior Apts	Walkways and Asphalt repair	\$301,257.58	\$301,257.58	6/15/20	10/30/20	100%
R&M-FY20	Ledroit Senior Apts	Unit Renovations Phase 2 (24 Units)	\$2,059,726.31	\$2,059,726.31	Pending resident relocation	pending	0%
R&M-FY20	Langston Addition	Unit Renovations (8 units)	\$832,731.49	\$832,731.49	Pending resident relocation and building permit	pending	0%
R&M-FY20	Judiciary House	Unit Renovation Phase 2 (28 units)	\$2,958,446.36	\$2,958,446.36	Awaiting PO	pending	0%
R&M-FY20	Judiciary House	Unit Renovation Phase 3 (20 units)	\$2,025,585.88	\$2,025,585.88	Awaiting PO	pending	0%
R&M-FY20	Judiciary House	Unit Renovation Phase 4 (27 units)	\$2,752,309.66	\$2,752,309.66	Awaiting PO	pending	0%
R&M-FY20	Langston Addition	Unit Renovations (6 units)					
R&M-FY20	Langston Addition	Unit Renovation Phase 4 (8 units)					
R&M-FY20	Langston Addition	Unit Renovation Phase 5 (6 units)					
NCI-PMIC-FY19	Park Morton	Interim Controls	\$ 1,477,224.78	\$ 1,477,224.78	3/7/19	6/5/20	100%
R&M-FY19	Greenleaf Gardens Family	Replace two elevator and renovate cab	\$ 675,825.53	\$ 675,825.53	3/27/19	12/18/19	100%
R&M-FY19	Fort Dupont Dwellings	Mgmt Office - Repair heating system and replace convectors	\$ 88,776.79	\$ 88,776.79	5/28/19	5/28/20	100%
R&M-FY19	Regency House	Replace 2 elevators and cabs	\$ 861,510.14	\$ 861,510.14	5/28/19	2/29/20	100%
R&M-FY19	Potomac Gardens	Replace elevator and cab	\$ 366,993.18	\$ 366,993.18	8/17/19	4/15/20	100%
R&M-FY19	Stoddert Terrace	Replace roofing systems (sheathing, shingle and fascia, etc.)	\$ 1,734,809.42	\$ 1,734,809.42	5/28/19	2/14/20	100%
R&M-FY19	Stoddert Terrace	Replace windows in 158 units, office and community space	\$ 965,048.14	\$ 965,048.14	5/28/19	11/1/19	100%
R&M-FY19	Highland Addition	Mechanical upgrades and misc repairs in 6 units	\$ 544,195.08	\$ 544,195.08	5/28/19	2/6/20	100%
R&M-FY19	James Apartments	Replace Fire Alarm System	\$ 183,893.90	\$ 183,893.90	12/9/19	Unforseen Cond	10%
R&M-FY19	Garfield Senior	Repair sewer line and repair retaining wall	\$ 88,551.95	\$ 88,551.95	9/13/19	2/29/20	100%
R&M-FY19	Potomac Gardens	Expedited Schedule and Controller for Potomac Gardens Family Highrise	\$ 220,911.10	\$ 220,911.10	2/3/20	12/18/20	85%
R&M-FY19	Harvard Towers	Roof Replacement	\$ 988,744.53	\$ 988,744.53	2/3/20	12/18/20	95%
R&M-FY19	Carroll Apts	Roof Replacement	\$ 644,710.00	\$ 644,710.00	1/31/20	7/26/20	100%
R&M-FY19	Highland Addition	Mechanical upgrades and misc repairs in 5 units	\$ 468,803.41	\$ 468,803.41	1/31/20	7/26/20	100%

Allocation Year	Projects	Allocation	Total Submitted	Total Submitted	Remaining	% Obligated	# Completed
FY2021	58	\$ 50,000,000	\$ 50,000,000.00	\$ 7,980,966.50	\$ 42,019,033.50	16%	0
FY2020	34	\$ 24,900,000	\$ 23,315,489.25	\$ 23,315,489.25	\$ 1,584,510.75	94%	7
FY2019	13	\$ 8,200,000	\$ 7,832,773.17	\$ 7,832,773.17	\$ 367,226.83	96%	11

DCHA currently has 146 active projects in its capital pipeline, of which 72 are District-funded contracts.

During FY19 & 20 DCHA had access to two allocations of District funds totaling \$39.8 Million, as well as a residual balance of \$367K from the R&M 8.2 funding from FY18.

In Fiscal Year 21, the DC Government provided an additional \$50 Million in funding, of which \$18.99 Million has been obligated to contracts and submitted to the OCFO as of the end of February 2021. The first tranche of contracts was focused upon addressing the making-ready of over 200 vacant public housing units, with the second Tranche focused upon an additional 120 vacant make-ready units and abatement of lead-based paint at 6 public housing sites.

Fiscal Year 21 Funding –

The following projects listed below were contracted and/or undertaken by DCHA using District Government funds during FY21. To date, DCHA has issued the first two tranches of the \$50 million to the District in the amount of \$18.99 Million, which is greater than 35% of the total \$50 million. The funds allocated in the first and second tranches of funding allocations for the FY21 capital funds were focused upon three critical agency priorities: renovating vacant units, modernization of elevators, and eliminating lead paint hazards in our public housing portfolio. The renovation of vacant units allows DCHA to bring over three hundred and fifty of its vacant public housing units.

Tranche 1 – December 30, 2020: (\$7.98 Million | 11 Projects | 209 Units)

Make-Ready Unit Rehabilitation

- **Benning Terrace** – 41 Units Started on February 15, 2021 with completion slated for July 4, 2021 at a total project cost of \$1,775,437.88
- **Greenleaf Gardens** - 25 Units Started on February 22, 2021 with completion slated for July 11, 2021 at a total project cost of \$1,092,536.38
- **Hopkins Apartments** - 13 Units Started on February 1, 2021 with completion slated for July 10, 2021 at a total project cost of \$360,416.32
- **James Creek** - 5 Units Started on February 1, 2021 with completion slated for May 31, 2021 at a total project cost of \$358,766.54
- **Judiciary House** - 10 Units Started on February 1, 2021 with completion slated for June 25, 2021 at a total project cost of \$387,457.26
- **Kelly Miller/ LeDroit Walk-Ups** – 8 Units Started on February 1, 2021 with completion slated for May 31, 2021 at a total project cost of \$211,793.70
- **Kentucky Courts** - 12 Units Started on February 1, 2021 with completion slated for May 31, 2021 at a total project cost of \$305,737.94
- **Langston Terrace** - 50 Units Started on February 22, 2021 with completion slated for July 11, 2021 at a total project cost of \$1,594,232.84
- **Potomac Family** - 12 Units Started on February 1, 2021 with completion slated for May 31, 2021 at a total project cost of \$325,636.82

- **Stoddert | Ft. DuPont** - 13 Units Started on February 1, 2021 with completion slated for May 31, 2021 at a total project cost of \$726,497.66
- **Syphax Gardens** - 20 Units Started on February 1, 2021 with completion slated for May 31, 2021 at a total project cost of \$842,444.16

Tranche 2 – February 19, 2021: (\$5.35 Million | 3 Projects | 148 Units)

- **Harvard Towers** – 31 Units; \$1,037,864.00; start date:
- **Lincoln Heights** – 83 Units; \$2,697,806.50; start date:
- **Richardson Dwellings** – 34 Units; \$1,609,876.00; start date:

Lead Paint Abatement (\$1.87 Million | 8 projects | 1,279 Units)

- **Carroll Apartments** – 60 Units; \$25,475.00
- **Claridge Towers** – 343 Units; \$75,411.50
- **James Apartments** – 141 Units; \$133,500.00
- **Kentucky Courts** – 118 Units; \$114,610.72
- **Langston Terrace** – 274 Units; \$1,356,557.44
- **Syphax Gardens** – 174 Units; \$160,895.84

Elevator Modernization (\$3.79 Million | 4 projects | 777 Units)

- **Greenleaf Senior** – 215 Units; \$949,754.89
- **Garfield Senior** – 228 Units; \$921,048.20
- **Harvard Towers** – 193 Units; \$956,170.28
- **James Apartments** – 141 Units; \$960,896.31

Fiscal Year 19 & 20 Funding –

The following projects listed below were contracted and/or undertaken by DCHA using District Government funds during FY19 and 20. Projects funded during this period were focused upon four multi-phase projects in support of Phase 1 of DCHA's Portfolio Transformation Plan: Judiciary House, LeDroit Senior, Kelly Miller Townhomes and Langston Addition; as well as on addressing other critical operational and deferred-capital needs across the public housing portfolio.

Judiciary House

- **Unit Modernization Phases 1, 2, 3 & 4 (five contracts)** - This multi-phase project will fully gut-rehabilitate 104 apartment units of this 271 unit project. The scope of work, when completed, will include the following: new electrical panels and in-unit wiring, new hot and cold domestic plumbing risers, abatement and removal of all asbestos-containing materials (including flooring and drywall), new kitchens and bathrooms, and new interior finishes (flooring, drywall and paint). Phase 1 of this project, with the complete renovation of 29 units, was started on October 1, 2020, with completion slated for June 30, 2021. As of the end of January 2021, Phase 1 was 20% complete. All demolition and abatement activities on the Phase 1 units is now

completed, and framing of new walls is underway. To date, \$702,769.00 of the total contract value for Phase 1 of \$2,925,058.55 has been invoiced. Phase 2 is projected to start on or about the end of Phase 1 (target date: July 1, 2021), with Phases 3 and 4 to follow sequentially in roughly 6-month increments.

- Phase 2 (28 Units) – Total Project Cost: \$2,958,446.36
 - Phase 3 (20 Units) – Total Project Cost: \$2,025,585.88
 - Phase 4 (27 Units) – Total Project Cost: \$2,752,309.66
 - Building Permit Fees (104 Units) - Total Permit Costs: \$194,115.50
- **Make-Ready Units** – In an effort to create more make-ready temporary relocation units in Judiciary House to speed-up the start of future project phases, DCHA submitted a funding request to OCFO in December 2020 for the make-ready renovation of 10 currently-vacant units at Judiciary House. This project will include replacement of kitchen cabinets, appliances, bathroom fixtures and interior unit finishes (flooring and paint) at the 10 units for a total project cost of \$379,673.94. The OCFO recently announced approval of the funding for this project. We anticipate starting construction within the next week, with a contract completion date of June 1, 2021.
- **Balcony Repair** – This project involves structural and aesthetic repairs to all of the balconies on both the “H” Street and alley sides of the building. Work includes partial demolition of all structurally compromised and/or damaged sections of concrete on the existing balconies, cleaning of and/or replacement of existing steel reinforcement, pouring of new concrete and application of a new waterproof traffic coating on all new and existing concrete surfaces, and installation of new metal railings. This project started September 1, 2021, with targeted completion in May 2021. As of the end of January 2021, this project was 40% complete, with \$602,101.00 of the total contract value of \$2,961,499.98 invoiced.
- **Roof Replacement** – The entire main roof of Judiciary House was stripped and replaced, including new Energy-Code Compliant roofing insulation, protection board, new roof membrane and all associated flashings and copings. This project was started on February 3, 2020 and was completed on August 7, 2020 for a total project cost of \$954,484.75.
- **Structural Repairs to Parking Deck and Garage** – As of 2019, the single-level underground parking structure and structural parking deck at the ally level was structurally deteriorated from decades of water-infiltration and road-salt damage to the concrete structure and steel reinforcement. DCHA undertook a complete structural reinforcement of the parking structure, including removal of large sections of supporting concrete beams and decking, cleaning and replacement of deteriorated sections of the steel reinforcement, replacement of the deteriorated concrete, new waterproofing, flashing, drainage, waterproof coatings, parking lot striping and new motion-sensor LED lighting. This project started on March 2, 2020 and was completed on August 20, 2021 at a total project cost of \$998,049.13.
- **Window Replacement** – As part of DCHA’s comprehensive plan for the rehabilitation of Judiciary House, we are currently undertaking a replacement of the 30-year-old aluminum windows in the entire building. This project was started on August 11, 2020 with the measuring of all window openings and the placing of the window order with the manufacturer. To date,

the project is 10% completed, with \$152,089.00 invoiced. On-site removal and replacement of existing windows is scheduled to begin in March 2021 at a total project cost of \$1,552,075.72.

- **Building Fire-Sprinkler Systems** – As part of the phased rehabilitation of Judiciary House, DCHA is undertaking an upgrade to the building's fire-suppression system. This work will bring Judiciary House, a building originally built in 1966, into compliance with current codes in 2021 (the 55 year-old building was formerly grandfathered into the earlier Code due to its age and the lack of prior comprehensive modernization and rehabilitation work). This new work will for the first time add sprinkler coverage within apartment units as opposed to common spaces only. This upgrade will also require upgrade to the building's emergency generator (see separate project below), and require the addition of a fire pump in the basement to augment water pressure. This project is expected to start by March 2021 at a total project cost of \$835,194.33.
- **Management Office Renovations** – This project provides a comprehensive rehab to the building's management offices in the ground floor. In addition to providing a refresh to the management offices themselves, this project is a critical component of the overall rehabilitation of the building because all of the vertical utility services (electrical, plumbing, HVAC, sanitary) which serve apartments on upper floors also pass through the management office, so full comprehensive rehab of these building services require access to the management office and rehabilitation of this critical space as well. A purchase order was recently issued for this project, with anticipated construction start by no-later-than March 1, 2021, with a total project cost of \$107,026.65.
- **Replacement of Basement Ceiling** - Similar to the management office renovations project above, this project is essential to the overall renovations to Judiciary House because the electrical, water, sanitary and electrical lines that descend through the building all terminate and run across the basement ceiling to the points where they connect to utility services in the public right-of way. Access to replace all of these services requires demolition and replacement of the basement ceiling. This project is anticipated to start in March/April 2021 with a total project cost of \$121,960.30.
- **Replace Emergency Generator** – The replacement of the building emergency generator provides three critical benefits to residents of Judiciary House. 1) It replaces a 40-year-old generator with a new model that will be more-reliable for the next 20-years. 2) It also provides a new clean-burning gas-fired generator to replace an existing, dirtier oil-burning generator. 3) Finally, it provides a larger capacity generator which will be able to power the building's emergency power needs, including a new fire-pump to provide adequate water pressure for an upgraded, building-wide fire-sprinkler system. The new generator has been ordered and the total project cost is \$88,404.34.

LeDroit Senior

- **Unit Modernization Phases 1, 2, 3 & 4 (four contracts)** - This multi-phase project will fully gut-rehabilitate all 105 apartment units at this project. The scope of work, when completed, will include the following: new electrical panels and in-unit wiring, new fire-sprinkler services within all of the apartment units (where they do not currently exist), new hot and cold domestic plumbing risers, abatement and removal of all asbestos-containing materials (including flooring and drywall), new kitchens and bathrooms, and new interior finishes (flooring, drywall and paint). Phase 1 of this project, to completely renovate 12 units, was started on September 1, 2020, with completion slated for June 30, 2021. As of the end of January 2021, Phase 1 was 10% complete. All demolition and abatement activities on the Phase 1 units is now completed and awaiting clearance from DOEE prior to the start of new construction. To date, \$286,268.00 of the total contract value for Phase 1 of \$2,368,298.40 has been invoiced. Phase 2 is projected to start on or about the end of Phase 1 (target date: July 1, 2021), with Phases 3 and 4 to follow sequentially in roughly 6-month increments.
 - Phase 2 (24 Units) – Total Project Cost: \$2,059,726.31
 - Phase 3 (36 Units) – Total Project Cost: \$3,701,254.72
 - Phase 4 (33 Units) – Total Project Cost: \$3,374,923.31
- **Make-Ready Units** – In an effort to create more make-ready temporary relocation units in LeDroit Senior to allow the start of unit renovations, DCHA undertook a campaign to renovate 13 formerly-vacant units at LeDroit Senior. This project included replacement of kitchen cabinets, appliances, bathroom fixtures and interior unit finishes (flooring and paint) at the 13 units for a total project cost of \$214,154.21.
- **Management Office and Lobby Renovations** – This project provides a comprehensive rehab to the building's management offices and main building lobby in the ground floor. In addition to providing a refresh to the management offices themselves, this project is a critical component of the overall rehabilitation of the building because all of the vertical utility services (electrical, plumbing, HVAC, sanitary) which serve apartments on upper floors of the "02" and "03" tiers also pass through the management office, so full comprehensive rehab of these building services requires access to the management office and rehabilitation of this critical space as well. A purchase order is expected soon for this project, with anticipated construction start by no-later-than March 1, 2021, with a total project cost of \$175,274.98.
- **Plaza Renovations** – This project renovated the existing building courtyard (plaza) near the corner of 4th Street NW and W Street NW. This plaza was refreshed with new paving, planters, energy-efficient LED lighting, benches and tables, and planting beds. The project started on June 15, 2020, and was successfully completed and reopened to the residents on October 30, 2020 at a total project cost of \$301,257.58.
- **Chiller Replacement** – This project included the replacement of the chiller at LeDroit Senior. The project started on June 1, 2018 and was completed on September 9, 2019 for a total project cost of \$277,956.63.

Kelly Miller Townhomes

- **Roofing Replacement for 5 Buildings and Painting 40 Units** – This project targeted the complete replacement of flat membrane roofs on five townhouse-style, 2-story buildings at the 40 unit Kelly Miller Townhomes. The project started on January 15, 2020. As of today, the roofing work is 100% completed, and the interior unit painting is 80% completed (overall project is 90% completed). Eight of the 40 units were paused due to DCHA's COVID-19 safety protocols in order to prevent contractor personnel and residents from being in close-contact during interior painting activities. The project will resume once DCHA can be assured that work will not pose an undue risk to residents due to COVID-19. The total project cost is \$929,368.99.

Langston Addition

- **Unit Modernization Phases 1, 2, 3, 4 & 5 (five contracts)** - This multi-phase project will fully gut-rehabilitate all 34 existing functionally-obsolete apartment units in five buildings. The scope of work, when completed, will include the following: new electrical panels and in-unit wiring, new building fire-suppression systems, new hot and cold domestic plumbing service, demolition and removal of all unit interior finishes, fixtures and equipment (including flooring and drywall), new kitchens and bathrooms, and new interior finishes (flooring, drywall and paint). Phase 1 of this project was started on June 1, 2020, with completion slated for June 2021. As of the end of January 2021, DCHA was awaiting issuance of the final building permits. Phase 2 is projected to start on or about the end of Phase 1 (target date: July 1, 2021), with Phases 3 and 4 to follow sequentially in roughly 6-month increments. The contract values by project phase are as follows:
 - Phase 1 (6 Units) – Total Project Cost: \$639,479.40
 - Phase 2 (8 Units) – Total Project Cost: \$832,731.49
 - Phase 3 (6 Units) – Total Project Cost: \$647,484.66
 - Phase 4 (8 Units) – Total Project Cost: \$906,340.66
 - Phase 5 (6 Units) - Total Project Cost: \$747,517.56
- **Rout and Camera all Sanitary Sewer Lines** – This project jetted out all debris from the existing sanitary sewer laterals from the buildings to the street connections, ensuring clog-free operation of the sanitary sewer lines. The project also included the installation of new clean-outs at the head ends of each existing line to ensure that future cleaning and maintenance could be done more easily and frequently. This project started on March 30, 2020 and was completed one month later on April 30, 2020. Total project cost was \$80,725.07.
- **Replace Roofing Systems** –This project replaced the pitched asphalt roofs on all five buildings. The project started on September 30, 2019 and was completed on February 26, 2020. The total project cost was \$225,909.15.
- **Water Main Installation** – This project calls for the replacement of the main water laterals to each of the five buildings to accommodate new fire-suppression (sprinkler) systems. This project was submitted to the OCFO on October 30, 2020 and project start is anticipated by April 2021. Total project cost is \$437,493.96.

Miscellaneous Properties:

- **Carroll Apartments – Roof Replacement** – The entire main roof of Carroll Apartments was stripped and replaced, including new Energy-Code Compliant roofing insulation, protection board, new roof membrane and all associated flashings and copings. This project was started on February 3, 2020 and is slated for completion in April 30, 2021. It is currently 80% complete, with a total of \$511,016.00 invoiced to date out of a total project cost of \$644,710.00.
- **Carroll Apartments – Chiller Replacement** – This project involved the replacement of the central chiller at Carroll apartments in order to provide reliable air-conditioning for residents for the next 20+ years. The project started on June 1, 2018 and ended on September 15, 2019 with a total project cost of \$189,526.79.
- **Fort DuPont Dwellings – Repair Heating System and Convector in Management Office** – This project involved the replacement of heating convectors at the management office at Fort DuPont Dwellings and general repairs to the heating system. The project started on March 27, 2019 and was successfully completed on December 18, 2019 for a total cost of \$86,933.42
- **Garfield Senior – Repair Sewer Line and Repair Retaining Wall** – This project repaired the main sewer lateral from Garfield Senior to the public sewer in the street in order to resolve long-term issues with clogging and backups on this site. The project started on December 9, 2019 and the work is currently 50% complete. The contract is still open due to the need to change the scope of the project to change from a lining of the pipe (which is technically infeasible) and shift to replacement of portions of the broken pipe. The total project cost is currently \$86,773.10.
- **Greenleaf Gardens Family – Replace Elevator Gear and Replace (2) Cab Finishes** – This project addressed the rehabilitation of both elevators at the Greenleaf Family Mid-Rise Building (203 N St SW). All of the mechanical and electrical systems were replaced, as well as replacement of the cab finishes. The project began on March 7, 2019 and was successfully completed on June 5, 2020 for a total project cost of \$675,825.53.
- **Harvard Towers – Replace Emergency Generator** - The replacement of the building emergency generator provides three critical benefits to residents of Harvard Towers. 1) It replaces a 40+-year-old generator with a new model that will be more-reliable for the next 20+-years. 2) It also provides a new clean-burning gas-fired generator to replace an existing, dirtier oil-burning generator. 3) Finally, it provides a larger capacity generator which will be able to power the building's emergency power needs, including any new fire-pump required to provide adequate water pressure for a future upgraded, building-wide fire-sprinkler system. The new generator has been ordered and the total project cost is \$168,268.74.
- **Harvard Towers – Roof Replacement** - The entire main roof and accessory roofs of Harvard Towers was stripped and replaced, including new Energy-Code Compliant roofing insulation, protection board, new roof membrane and all associated flashings and copings. This project was started on February 3, 2020 and is slated for completion on April 30, 2021. It is currently 80% completed, with a total of \$790,000.00 invoiced to date out of a total project cost of \$988,744.53.
- **Harvard Towers – Chiller Replacement** - This project involved the replacement of the central chiller at Harvard Towers in order to provide reliable air-conditioning for residents for the next

20+ years. This project started on June 1, 2018 and ended on December 1, 2018 with a total project cost of \$399,881.23.

- **Highland Addition – Mechanical Upgrades and Miscellaneous Repairs to (33) Units (four contracts)** – This project included four separate contracts to renovate 33 total units at this 118 unit site. The project scope of work included new windows, new kitchen cabinets and appliances, and new HVAC systems.
 - Contract 1 (11 Units) – Total Project Cost: \$999,374.80; Project Duration: 9/11/18 – 3/21/19
 - Contract 2 (11 Units) – Total Project Cost: \$968,399.75; Project Duration: 6/20/18 – 1/3/19
 - Contract 3 (6 Units) – Total Project Cost: \$554,195.08; Project Duration: 5/19/19 – 11/1/19
 - Contract 4 (5 Units) – Total Project Cost: \$468,803.41; Project Duration: 1/31/20 – 7/26/20
- **Highland Addition – Site, Drainage and Concrete Repairs** – This project involved general repairs to site concrete and repairs to address site drainage. The project lasted from January 9, 2019 to April 25, 2019 for a total project cost of \$193,526.79.
- **Horizon House – Replace Emergency Generator** - The replacement of the building emergency generator provides three critical benefits to residents of Horizon House. 1) It replaces a 40+-year-old generator with a new model that will be more-reliable for the next 20+-years. 2) It also provides a new clean-burning gas-fired generator to replace an existing, dirtier oil-burning generator. 3) Finally, it provides a larger capacity generator which will be able to power the building's emergency power needs, including any new fire-pump required to provide adequate water pressure for a future upgraded, building-wide fire-sprinkler system. The new generator has been ordered and the total project cost is \$177,159.01.
- **James Apartments – Replace Fire Alarm System** – This project included replacement of the fire alarm panel, wiring and devices at the James Apartments. The project was started on May 28, 2019 and successfully completed on February 6, 2019 at a total cost of \$180,199.80.
- **James Apartments - Chiller Replacement** – This project involved the replacement of the central chiller at James Apartments in order to provide reliable air-conditioning for residents for the next 20+ years. This project started on September 20, 2018 and ended on December 20, 2019 for a total project cost of \$363,013.17.
- **Kenilworth Court – Replace Roof at Community Center and Management Office** – This project involved the replacement of the roofing system at the community center and management office. This project was started on August 15, 2018 and completed on December 31, 2018 at a total cost of \$35,327.53.
- **Lincoln Heights – Replace Sump Pumps at Management Office** – This project involved replacement of the sump pumps in the basement of the Lincoln Heights management office to control ground water infiltration. The project started on August 15, 2018 and completed on December 21, 2018 at a total project cost of \$27,820.14.
- **Ontario Road – Roof Replacement and HVAC Units** – This project replaced roofs and HVAC at Ontario Road. This project started on July 13, 2018 and was completed on January 15, 2019 with a total project cost of \$373,591.93.
- **Park Morton – Make-Ready Units (15)** – This project will create 15 renovated units on the Park Morton site to relocate Park Morton residents from the Phase 1 to newly renovated, currently

vacant units in the Park Morton Phase 2 footprint. This project started on February 8, 2021 and is slated to be completed on May 31, 2021 with a total project cost of \$360,866.15.

- **Park Morton – Interim Controls** – This project provided interim controls to the lead paint-containing building components at the existing Park Morton in order May 15, 2021 August 26, 2019 \$1,477,224.78
- **Potomac Gardens (Family Mid-Rise) - Replace Elevator Gear and Replace Cab Finish (2 contracts)** - This project addressed the rehabilitation of the single elevator at the Potomac Gardens Family Mid-Rise building. All of the mechanical and electrical systems were replaced, as well as replacement of the cab finishes except for flooring. This was an especially challenging project due to the fact that the building had only a single elevator. This required us to accelerate the project to reduce the amount of time that the elevator would be “down” during construction. The project began on May 28, 2019 and was successfully completed on February 29, 2020 for a total project cost of \$587,904.28, as broken out below.
 - Contract 1 (base scope of work) – Total Project Cost: \$366,993.18; Project Duration: 5/28/19 – 2/29/20
 - Contract 2 (expedited schedule) – Total Project Cost: \$220,911.10; Project Duration: 9/13/19 – 2/29/20
- **Regency House - Replace Emergency Generator** - The replacement of the building emergency generator provides three critical benefits to residents of Regency House. 1) It replaces a 40+-year-old generator with a new model that will be more-reliable for the next 20+-years. 2) It also provides a new clean-burning gas-fired generator to replace an existing, dirtier oil-burning generator. 3) Finally, it provides a larger capacity generator which will be able to power the building’s emergency power needs, including any new fire-pump required to provide adequate water pressure for a future upgraded, building-wide fire-sprinkler system. The new generator has been ordered and the total project cost is \$156,376.14.
- **Regency House - Replace Elevator Gear and Replace (2) Cab Finishes** - This project addressed the rehabilitation of both elevators at the Regency House. All of the mechanical and electrical systems were replaced, as well as replacement of the cab finishes. The project began on May 28, 2019 and was successfully completed on May 28, 2020 for a total project cost of \$861,510.14.
- **Sibley Plaza - Replace Emergency Generator** - The replacement of the building emergency generator provides three critical benefits to residents of Sibley Plaza. 1) It replaces a 40+-year-old generator with a new model that will be more-reliable for the next 20+-years. 2) It also provides a new clean-burning gas-fired generator to replace an existing, dirtier oil-burning generator. 3) Finally, it provides a larger capacity generator which will be able to power the building’s emergency power needs, including any new fire-pump required to provide adequate water pressure for a future upgraded, building-wide fire-sprinkler system. The new generator has been ordered and the total project cost is \$171,425.11.
- **Sibley Plaza – Chiller replacement** - This project involved the replacement of the central chiller at Carroll apartments in order to provide reliable air-conditioning for residents for the next 20+

years. This project started on June 1, 2018 and ended on December 1, 2018 for a total project cost of \$312,184.52.

- **Stoddert Terrace – Replace Roofing System** – This project involved the complete demolition and replacement of roofs on all of the buildings at Stoddert Terrace. The project also included replacement of associated roof flashing, facias, soffits, and roof gutters and leaders. This project started on August 17, 2019 and ended on April 15, 2020, for a total project cost of \$1,734,809.42.
- **Stoddert Terrace – Replace Windows** – This project involved the complete replacement of all windows in all buildings. The project started on May 28, 2019 and ended on February 14, 2020 for a total project cost of \$965,048.14.
- **Syphax Gardens – Replace Boiler** - This project involved the replacement of the central boilers at Syphax Gardens in order to provide reliable air-conditioning for residents for the next 20+ years. This project started on September 5, 2018 and ended on December 2, 2018 for a total project cost of \$38,639.72.
- **Exterior Security Lighting Upgrades (Benning Terrace, James Creek, Kelly Miller Dwellings, Kenilworth Courts, Langston Terrace, LeDroit Dwellings, Lincoln Heights, Richardson Dwellings, Stoddert Terrace, Syphax Gardens)** – This project involved adding additional exterior floodlighting at nine (9) DCHA public housing sites in order to provide enhanced site security for residents and to allow the existing and new security cameras to function properly. This project started on August 3, 2020 and was successfully completed on November 15, 2020 for a total project cost of \$954,271.16.

Agency Request Budget Summary- 'Agency Code' **CIP FY 2022-FY 2027**

Owner Agency	Project No	Project Title	Impl Agency	Agency Priority	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
HY0	DHA00	DCHA Transformation Plan	HY0	1	10,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000
HY0	DHA16	Highland Additions Rehabilitation	HY0	3	6,000,000	6,000,000	4,000,000	0	0	0
HY0	DHA60	Claridge Towers Rehabilitation	HY0	4	22,000,000	20,000,000	15,000,000	0	0	0
HY0	DHA03	James Creek Rehabilitation	HY0	5	12,000,000	12,000,000	8,000,000	0	0	0
HY0	DHA62	Horizon House Rehabilitation	HY0	6	0	4,400,000	3,800,000	0	0	0
HY0	DHA36	Carroll Apartments Rehabilitation	HY0	7	0	4,700,000	3,200,000	0	0	0
HY0	DHA35	Kentucky Courts Rehabilitation	HY0	8	0	7,100,000	4,200,000	0	0	0
HY0	DHA70	James Apartments Rehabilitation	HY0	9	0	800,000	5,000,000	8,000,000	0	0
HY0	DHA64	Fort Lincoln Rehabilitation	HY0	10	0	0	2,100,000	6,400,000	6,400,000	0
HY0	DHA37	Garfield Terrace Redevelopment	HY0	11	0	0	2,000,000	12,000,000	8,000,000	8,000,000
HY0	DHA61	Knox Hill Rehabilitation	HY0	12	0	0	1,200,000	4,300,000	4,300,000	0
HY0	DHA29	Sibley Tower Rehabilitation	HY0	13	0	0	1,500,000	11,700,000	11,700,000	15,000,000
HY0	DHA69	Regency House Rehabilitation	HY0	14	0	0	0	2,600,000	4,000,000	4,000,000
HY0	DHA34	Woodland Terrace Rehabilitation	HY0	15	0	0	0	1,500,000	7,600,000	15,000,000
HY0	DHA68	Harvard Towers Rehabilitation	HY0	16	0	0	0	3,500,000	8,000,000	8,000,000
					50,000,000	75,000,000	70,000,000	70,000,000	70,000,000	70,000,000

CIP 6 Yr Total
110,000,000
16,000,000
57,000,000
32,000,000
8,200,000
7,900,000
11,300,000
13,800,000
14,900,000
30,000,000
9,800,000
39,900,000
10,600,000
24,100,000
19,500,000
405,000,000

“Building the Pipeline”

FY’21 Capital Project Spending Plan



November 2020



District of Columbia Housing Authority

1133 North Capitol Street, NE Washington, DC 20002-7599
(202) 535-1000

Tyrone Garrett, Executive Director

November 2020

Dear Colleagues,

The enclosed FY'21 Spending Plan is a culmination of our goals and the incorporated feedback we have received from stakeholders, residents, and advocates.

Our Goals:

- 1) **Advance the Transformation Plan:** Our Transformation Plan is our roadmap to repositioning the entire portfolio and bringing it into a state of good repair. The FY'21 Spending Plan advances the Transformation Plan by committing to significant investment in preservation, rehabilitation, and a path to redevelopment.
- 2) **Create a development pipeline:** A pipeline will ensure a methodical phased development approach, advancing multiple properties in multiple phases simultaneously. The FY'21 Spending Plan creates 9 Build First sites and dedicates dollars to the feasibility studies that will shape the available paths forward.
- 3) **Stabilize our vacancy rates:** Our vacancy rates are high for a number of reasons, but the greatest contributing factor is the associated rehab costs on some units that can range upwards of \$100,000. The FY'21 Spending Plan invests in making ready vacant units on properties where Build First Phase 1 is planned. This approach allows for onsite relocation of residents and the consolidation of vacant buildings. Build First is important, which is why DCHA is creating its own pipeline of Build First sites within these properties.
- 4) **Bring units into environmental compliance:** The majority of our units were built before 1960 and as a result have high levels of lead. The FY'21 Spending Plan will completely abate lead at 8 properties and remove mold and asbestos at another.

Our \$50M Spending Plan:

\$26.5M for Preservation: \$26.5M is dedicated for preservation efforts which include **capital investments (\$16.5M)** and **environmental remediation (\$10M)**. Our investment will preserve the life of properties by making critical repairs such as elevator replacements, HVAC upgrades, and lead removal or encapsulation.

\$23.5M for Rehabilitation and Redevelopment. \$23.5M is dedicated to rehabilitation and redevelopment efforts which include **make ready units (\$14.1M)** and **pipeline investment (\$9.4M)**. Creating a sustainable development strategy requires dedicated funding and methodical planning. DC Council's investment of

\$50M and commitment to future dedicated funding, allows DCHA to begin feasibility studies and master planning for six properties to prime a pipeline of development. By making ready units on site, we will mitigate displacement, consolidate vacancy, and create Build First opportunities.

Our team looks forward to executing this work expeditiously in the months ahead. We are meeting with impacted properties to discuss the forthcoming improvements and to incorporate additional resident feedback. Please let us know if we can answer any questions you may have about this process.

Sincerely,

Tyrone Garrett
Executive Director/CEO

Judiciary House

FY'21 Capital Project Spending Plan



November 2020

Judiciary House

461 H Street NW

ANC: 2C (02)



Year Built	1966
Building Description	High-rise 10-story rental building targeting senior and disabled residents. The building has a concrete structural frame and an underground parking garage. There are 271 units, and 211 households in Judiciary House, consisting of a mix of studio, 1 and 2-BR apartments.



Community Meetings/Resident Engagement:

- July 12, 2019
- Nov. 6, 2019
- February 20, 2020
- July 22, 2020
- August 12, 2020
- Ongoing engagement through Housing Managers

Summary Scope of Work:

The District's FY 19/20 funds will allow the gut-rehab 105 units at Judiciary House. To further this rehabilitation, DCHA intends to utilize a RAD conversion to unlock private sources (primarily mortgage debt and 4% LIHTC) to fund the remainder of the rehab of the 166 apartments at Judiciary House and make other capital improvements.

FY21 District Capital Budget:		\$10,070,000
Development Financing Gap Funding		\$6,770,000
Rehabilitate 30 units		\$2,700,000
20 Make Ready Units		\$600,000
FY2020	\$19.2 M	FY19 & FY18
Replace Unit HVAC Systems (ECIP) \$1.7M		Replaced Fire Alarm System (2018)\$100k
Replace HVAC Boiler (ECIP) (2020) \$2.0M		7 Make-ready units (2017) \$50k
Emergency Generator Replacement: \$88,404.34		Common Space Improvements (2019) \$600k
Roof Replacement: \$954,484.75		Elevator Modernization (2019) \$500k
Parking Deck and Garage Repairs: \$998,049.13		Replace Lighting with LED (ECIP) (2019) \$300K
Balcony Repairs: \$2,961,499.98		
Window Replacement: \$1,552,075.72		
Sanitary Lateral Replacement: \$502,814.78		
Common Area Renovations: \$450,000.00		
Building Fire-Sprinkler Installation: \$950,000.00		
Management Office Renovations: \$80,000.00		
Phase 1: Unit Renovations: \$2,925,058.55 (28 Units)		
Phase 2: Unit Renovations: \$2,958,446.36 (28 Units)		

Phase 3: Unit Renovations: \$2,025,585.88 (20 Units) Phase 4: Unit Renovations: \$2,752,309.66 (29 Units)	
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Relocation

Construction is being done in vertically-tiered phases due to the fact that electrical, water, and HVAC services run vertically in a high-rise building. Utilizing existing on-site vacancy to minimize displacement, residents are being relocated to remodeled apartments, as quadrants of the building come back on line.

Claridge Towers

FY'21 Capital Project Spending Plan



November 2020

Claridge Towers

1221 M St NW (401 M St)

ANC: 2F (07)



Year Built 1967

Building Description Claridge Towers, constructed in 1967, and renovated in 2008, is a ten-story high-rise community of 343 one and two bedroom units serving 270 senior and disabled residents. Located in near Logan Circle and the Mt. Vernon Metro Station, the facility features laundry facilities, a community room and a garage.



Community Meetings/Resident Engagement:

Ongoing engagement through Housing Managers

Summary Scope of Work:

FY21 will include short-term measures, such as replacement of the automatic doors at the front entry and minor lead-abatement activities, with a longer-term strategy to undertake a phased rehab of the apartment units in FY 2022. This phased rehab will be kicked off in FY 21 with the engagement of architectural and engineering design services to plan the phased rehab.

FY21 District Capital Budget:		\$1,043,180
Replace Auto Doors		\$20,000
Lead Abatement		\$23,180
Architectural & Engineering Design & Permitting		\$1,000,000
FY22 Projected Capital Projects: \$ 8,100,000 60 Make-Ready Units: \$1.8M Rehab Units Phase 1 (70 units): \$6.3M FY23 Projected Capital Projects: \$ 13,950,000 Rehab Units Phase 2 + 3 (145 Units): \$13.95M	FY18 & FY19 ECIP 2 Toilet Replacement (2019)\$282k ECIP 2 Replace Mechanical Systems and Controls (2020) \$1.8M	

Relocation

Construction is anticipated to be done in phases due to the fact that electrical and heat run vertically in a high-rise building. Utilizing vacancy to minimize displacement, residents are slated to be relocated to remodeled apartments on-site, as quadrants of the building come back on line.

James Apartments

FY'21 Capital Project Spending Plan



November 2020

James Apartments

1425 N St NW
ANC: 2F (07)



Year Built 1960

Building Description James Apartments, constructed in 1960, is a 10-story high-rise building that features 141 one-bedroom apartments and efficiency units servicing 103 senior and disabled residents. It is located between the Logan Circle and Dupont Circle communities.



Community Meetings/Resident Engagement:
Ongoing engagement through Housing Managers

Summary Scope of Work:

DCHA's approach to James Apartments combines short-term measures, such as replacement of the automatic doors at the front entry and replacement of the security card readers, with future work to rehab and re-occupy 30 vacant units within the building (FY22), and engage in capital replacement work in FY23, such as replacing the apartment fan-coil units, modernizing elevators, and replacing windows.

FY21 District Capital Budget:		\$45,000
Replace Auto Doors		\$20,000
Replace Security Card Reader		\$25,000
FY22 Projected Capital Projects: \$3,773,000	FY18 & FY19	
Replace HVAC fan coils	\$423k	DC R&M \$8.2 Mil – Fire Alarm Replacement (2020) \$180k
Replace Roof	\$650k	ECIP 2 – LED Lighting and Water Savings (2019) \$310k
Repl. Elevators	\$750k	Replace Chiller (2019) \$350k
Replace Windows	\$750k	Flue Gas Recovery System (2018) \$45k
Make-Ready 10 Units	\$300k	Access Control System (2018) \$30k
A/E Design Phase	\$600k	8 Make-Ready Units (2017) \$50k
		Clean Exhaust Ducts (2017) \$90k
FY23 Projected Capital Projects: \$5,490,000		
Rehab Units Phase 1 (28 units)	\$2.52M	
Rehab Units Phase 2 (33 units)	\$2.97M	

Relocation

No relocation of existing residents will be required for the work planned within the next 3-year period.

Horizon House

FY'21 Capital Project Spending Plan



November 2020

Horizon House

1150 12th St NW
ANC: 2F (03)



Year Built	1964
Building Description	Horizon House, constructed in 1964, and renovated in 2008, is a 10-story high-rise building serving 79 senior and disabled residents. It has 105 units made up of efficiency and one-bedroom apartments with hardwood floors. Horizon House is located near Logan Circle.



Community Meetings/Resident Engagement:
Ongoing engagement through Housing Managers

Summary Scope of Work:

DCHA's approach to Horizon House combines short-term measures in FY21, such as replacement of the security card reader at the front entry and lead-abatement activities, with future work to rehab and re-occupy 60 vacant units within the building (FY22), and capital replacement work in FY23, such as elevator modernization, replacement of the apartment fan-coil units, and renovations to the building's ground floor lobby and common areas.

FY21 District Capital Budget:		\$467,248
Replace Security Card Reader		\$25,000
Lead Abatement		\$442,248
FY22 Projected Capital Projects: \$	3,571,000	FY18 & FY19
Replace Elevators	\$750k	Chiller Replacement (2020) \$1.20M
Replace HVAC Fan Coils	\$321k	Emergency Generator Replace (2020) \$125k
1st Floor Renovation	\$2.5M	ECIP 2 - LED Lighting/ Water Con.(2019) \$250k
FY23 Projected Capital Projects:	3,610,000	Renovate 27 Units and Hallways (2019) \$2.87M
Garage Repairs	\$1M	Building Exterior Masonry Repairs (2018) \$500k
Roof Replacement	\$910k	Flue Gas recovery Systems (2018) \$30k
Window Replacement	\$1.2M	

Relocation
No relocation required.

Fort Lincoln

FY'21 Capital Project Spending Plan



November 2020

Fort Lincoln

2855 Bladensburg Rd NE

ANC: 5C (03)



Year Built 1971

Building Description Fort Lincoln, constructed in 1971, is a 120 unit mid-rise development serving 84 senior and disabled residents. It is made up of efficiency and one-bedroom apartments. Fort Lincoln has two elevators. Apartments have large windows that overlook the Fort Lincoln community.



Community Meetings/Resident Engagement:

Ongoing engagement through Housing Managers

Summary Scope of Work:

DCHA's approach to Fort Lincoln includes capital replacement activities in each of the next three fiscal years, including replacement of the building's automatic entry doors in FY 21, followed by window replacement in FY 22, and replacement of apartment fan-coil units in FY23.

FY21 District Capital Budget:		\$20,000
Replace Auto Doors		\$20,000
FY22 Projected Capital Projects:	\$ 800,000	FY2018 & FY2019
Replace Windows: \$800k		Roof Repairs (2019) \$280k
FY23 Projected Capital Projects:	\$ 360,000	ECIP 2 LED Lighting/ Water Savings (2019) \$200k
Replace HVAC fan coils: \$360k		Solar Installation (2019) \$500k
		Locate and remove Oil Tank (2018) \$50k
		Canopy Roof Repairs (2018) \$135k

Relocation

No Relocation required

Harvard Towers

FY'21 Capital Project Spending Plan



November 2020

Harvard Towers

1845 Harvard St NW

ANC: 1D (05)



Year Built 1961

Building Description Harvard Towers, constructed in 1961, is a 193 unit, ten-story high-rise with two elevators servicing 151 senior and disabled residents. It is made up of efficiency and one-bedroom apartments. It is located between the Mount Pleasant and Adams Morgan communities.



Community Meetings/Resident Engagement:

Ongoing engagement through Housing Managers

Summary Scope of Work:

DCHA's approach to capital spending at Harvard Towers in FY21 includes addressing 30 vacant units in the building to make them ready for re-occupancy, as well as minor lead abatement, replacement of automatic entry doors and installation of a new security card reader. Future projects in FY23 include replacement of the emergency generator and replacement of the apartment fan-coil units.

FY21 District Capital Budget:		\$1,216,800
Lead Abatement		\$19,800
Replace Auto Doors		\$20,000
Replace Card Reader		\$25,000
30 Make Ready Units		\$1,152,000
FY22 Projected Capital Projects:	N/A	FY18 & FY19
FY23 Projected Capital Projects: \$	669,000	Emergency Generator Replacement (2020) \$125k
Replace Emergency Generator: \$90k		Roof Replacement (2020) \$970k
Replace HVAC fan coils: \$579k		Waterproof 1 st Floor (2019) \$360k
		ECIP 2 LED Lighting/Water Savings (2019) \$300k
		Common Space Improvements (2019) \$500k
		Replace Chiller (2018) \$390k
		6 Make-ready Units (2018) \$40k
		Unit Finish Work (2017) \$1.32M

Relocation

No relocation required

Regency House

FY'21 Capital Project Spending Plan



November 2020

Regency House

5201 Connecticut Ave NW
ANC: 3G (07)



Year Built 1964

Building Description Regency House, constructed in 1964, and renovated in 2008, is a nine-story high-rise servicing 129 senior and disabled residents. It has 160 efficiency and one-bedroom apartments. Regency House has two elevators.



Community Meetings/Resident Engagement:
Ongoing engagement through Housing Managers

Summary Scope of Work:

The FY21 plan for Regency House includes replacement of the security card reader at the front entrance. Work in future years will include replacement of the emergency generator (FY22) and a start of phased unit renovations in FY 23.

FY21 District Capital Budget:		\$25,000
Replace Security Card Reader		\$25,000
FY22 Projected Capital Projects: \$ 150,000	FY18 & FY19	
Replace Emergency Generator: \$150k	Emergency Generator Replacement (2020) \$125k	
FY23 Projected Capital Projects: \$ 2,000,000	Replace 2 Elevator and Cabs (2020) \$840k	
Replace Windows: \$2M	ECIP 2 LED Lighting/ Water Savings Upgrades (2019) \$280k	
	Fill UG Oil Tank (2018) \$46k	

Relocation

No relocation required.

Garfield Terrace Senior

FY'21 Capital Project Spending Plan



November 2020

Garfield Terrace (Senior)

2301 11th St NW

ANC: 1B (03)



Year Built	1965
Building Description	Garfield Terrace Senior, constructed in 1965, is a 228 unit, 10-story high-rise elevator building, serving 177 seniors and persons with physical disabilities. Most apartments have either balconies or patios. Garfield Terrace has central heat and air conditioning, laundry facilities, and a penthouse recreation room.



Community Meetings/Resident Engagement:

- July 23, 2019
- Ongoing engagement through Housing Managers

Summary Scope of Work:

The FY21 plan calls for the replacement of the automatic doors at the front entrance. Further work in FY 22/23 will include upgrades to the building central heating systems (FY22), and replacement of apartment fan-coil units in FY23.

FY21 District Capital Budget:		\$20,000
Replace Auto Doors		\$20,000
FY22 Projected Capital Projects: \$	1,750,000	FY2018 & FY2019 ECIP 2 HVAC Upgrades (2021) \$650k Repair Sanitary Sewer Line (2020) \$87k
Mechanical Upgrades (Heating): \$1.75M		
FY23 Projected Capital Projects: \$	684,000	
Replace HVAC fan coils: \$684k		

Relocation

No relocation required

Hopkins Apartments

FY'21 Capital Project Spending Plan



November 2020

Hopkins Apartments

1430 L St SE
ANC: 6B (06)



Year Built 1960

Building Description Hopkins Apartments is comprised of 158 units featuring two-and three-bedrooms in mid-rise buildings and three-story walk-ups serving 136 households.



Community Meetings/Resident Engagement:
Ongoing through engagement with Housing Managers

Summary Scope of Work:

Work in FY21 includes the planned renovation and re-occupancy of 12 vacant units in the building. This make-ready unit work will allow for the start in FY23 of a phased unit rehab program, as well as providing potential overflow relocation capacity for the Potomac Gardens Family Mid-Rise (700) building for its own planned phased rehab. Future work in FY23 will include upgrades at all building boiler rooms and replacement of fan-coil units, as well as phased unit rehab, starting in FY23.

FY21 District Capital Budget:		\$456,000
12 Make-Ready Units		\$456,000
FY22 Projected Capital Projects: \$	N/A	FY2018 & FY2019 Fire Alarm Replacement (2020) \$100k Repair & Replace Roofs (2019) \$1.28M Replace 5 Boilers (2019) \$163k
FY23 Projected Capital Projects: \$	4,821,000	
Bathrooms	\$1.2M	
Kitchens	\$1.8M	
Upgrade all Boiler Rooms	\$1.5M	
Replace HVAC fan coils	\$321k	

Relocation

Unit Rehabilitation will begin in FY23 and done in phases, to avoid off-site relocation of residents. Utilizing vacancy to minimize displacement, residents will be relocated to remodeled apartments on-site, as phases of the building come back on line.

Stoddert Terrace & Ft Dupont Dwellings

FY'21 Capital Project Spending Plan



November 2020

Stoddert Terrace/Fort Dupont Dwellings

155 Ridge Rd SE

ANC: 7F (05)



Year Built 1960 (Stoddert Terrace); 1940 (Fort Dupont)

Building Description Stoddert Terrace is a family development located in Ward 7 in Southeast, D.C. The community of 157 units is comprised of townhomes and garden apartment featuring a range of two to five bedrooms serving 207 households. Ft. Dupont Dwellings is a 114 unit family development serving 78 households located directly across Ridge Road SE from Stoddert Terrace.



Community Meetings/Resident Engagement:

- July 10th, 2019
- November 5, 2019
- Ongoing engagement through Housing Managers

Summary Scope of Work:

Existing vacant units on-site will be rehabilitated to make the ready for re-occupancy by existing tenants of the Ft. Dupont Additions building. Utilizing existing apartment vacancies on-site will minimize resident displacement. Vacating the Ft. Dupont Additions building will allow for DCHA to combine this building site with the site of the existing management and community building to create a viable “build-first” site for future redevelopment at the site.

FY21 District Capital Budget:		\$1,312,000
Feasibility Study		\$150,000
Master Planning		\$450,000
16 Make-Ready Units		\$712,000
FY22 Projected Capital Projects: \$	N/A	FY18 & FY19
FY23 Projected Capital Projects: \$	N/A	ECIP 2 HVAC System & Water Heater Replacement (2021) \$2.68M
		Camera Sanitary Drain Lines (2020) \$81k
		ECIP 2 LED Lighting Replacement (2020) \$670k
		Roof, Sheathing, Fascia and Trim (2019) \$1.7M
		Window Replacement (2019) \$950k

Relocation

Residents will be relocated to remodeled apartments.

James Creek

FY'21 Capital Project Spending Plan



November 2020

James Creek

1265 Half St SW

ANC: 6D (06)



Year Built 1942

Building Description James Creek, constructed in 1942, is made up of 242 townhomes serving 207 households. These townhomes have between one and six-bedrooms. Each townhome has its own front and back yard, and separate HVAC and hot-water.



Community Meetings/Resident Engagement:

Ongoing engagement through Housing Managers

Summary Scope of Work:

Planned work at James Creek in FY21 to include make-ready rehabilitation of vacant units for in project relocation and lead abatement, as well as architectural and engineering work to design a phased unit gut rehab planned to start in FY22. Work in FY22 will include a first-phase of rehab of units at James Creek, as well as replacement of exterior walks and steps, replacement of furnaces and hot water heaters, and roof replacement.

FY21 District Capital Budget:		\$1,596,600
Lead Abatement		\$446,600
Make-Ready Units Greenleaf Relocation (13 units)		\$550,000
Architectural & Engineering Design and Permitting		\$600,000
FY22 Projected Capital Projects: \$ 5,976,000		FY2018 & FY2019
Replace Lead Walks & Steps	\$250k	ECIP 2 – LED Lighting and Water Saving Measures (2019) \$265k
Replace Furnaces and H/W Heaters	\$726k	
Replace Roofs	\$5M	
FY23 Projected Capital Projects: \$ 7,200,000		
Phase 1: Unit Renovations	\$7.2M	

Relocation

Unit Rehabilitation will begin in FY23 and done in phases, to avoid off-site relocation of residents. Utilizing vacancy to minimize displacement, residents will be relocated to remodeled apartments, as quadrants of the site come back on line.

Sibley Plaza

FY'21 Capital Project Spending Plan



November 2020

Sibley Plaza

1140 North Capitol St NW

ANC: 6E (06)



Year Built 1968

Building Description Sibley Plaza, constructed in 1968, and renovated in 2008, includes a ten-story high-rise and townhouses with 224 units ranging from one bedroom to four bedroom apartments, serving 197 households. The high-rise building has two elevators. Units have balconies, central heating and air conditioning, off-Street Parking, 24-Hour Security, Recreation Room, and Computer Lab.



Community Meetings/Resident Engagement:

Ongoing engagement through Housing Managers

Summary Scope of Work:

Work in FY21 to include replacement of the automatic entry doors, replacement of the security card readers and replacement of the emergency generator. Work in future years will include roof replacement (FY22), and window replacement (FY23).

FY21 District Capital Budget:		\$195,000
Replace Auto Doors		\$20,000
Replace Card Reader		\$25,000
Replace Emergency Generator		\$150,000
FY22 Projected Capital Projects: \$	970,000	FY2018 & FY2019
Replace Roof (Sibley Senior): \$970k		Emergency Generator Replacement (2021) \$125k
FY23 Projected Capital Projects: \$	1,850,000	ECIP 2 LED Lighting and Water Saving Measures (2019) \$400k
Replace Windows (Sibley Senior): \$1.85M		Elevator Modernization (2 cabs) (2018) \$500k
		Chiller replacement (2018) \$300k

Relocation

No relocation required.

Carroll Apartments

FY'21 Capital Project Spending Plan



November 2020

Carroll Apartments

410 M St SE
ANC: 6D (07)



Year Built	1964
Building Description	Carroll Apartments was built in 1964 and modernized in 1999. The building provides 60 one-bedroom units serving 47 seniors. There is an activity room with exercise equipment, a community room, and laundry facilities onsite.



Community Meetings/Resident Engagement:
Ongoing engagement with Housing Managers

Summary Scope of Work:

Work in FY21 to include replacement of the automatic entry doors and replacement of the security card readers, as well as lead paint abatement activities. Work in future years will include phased unit rehabilitation (FY22), and replacement of the emergency generator, replacement of the apartment fan-coil units, and replacement of building windows (FY23).

FY21 District Capital Budget:		\$1,236,900
Replace Auto Doors		\$20,000
Lead Abatement		\$1,191,900
Replace Security Card Reader		\$25,000
FY22 Projected Capital Projects: \$	3,100,000	FY18 & FY19
Replace Emergency Generator	\$90k	Roof Replacement (2020) \$632k
Rehab Units Phase 1 (14 units)	\$1.080k	Replace Emergency Generator (2019) \$183k
Rehab Units Phase 2 (15 units)	\$1.08k	
Replace Windows	\$850k	
FY23 Projected Capital Projects: \$	2,970,000	
Replace HVAC fan coils	\$180k	
Rehab Units Phase 3 (16 units)	\$1.44M	
Rehab Units Phase 4 (15 units)	\$1.35M	

Relocation

Construction is being done in vertically-tiered phases due to the fact that electrical, water and HVAC services run vertically in a high-rise building. Utilizing vacancy to minimize displacement, residents will be relocated to remodeled apartments as quadrants of the building come back on line.

Kentucky Courts

FY'21 Capital Project Spending Plan



November 2020

Kentucky Courts

340 13th St SE
ANC: 6B (06)



Year Built 1965

Building Description Kentucky Courts offers 118 one- and two-bedroom, garden-style apartments serving 95 senior households. The property, originally built in 1965, features some ground-level entrances for ADA accessibility, a community room, and laundry rooms.



Community Meetings/Resident Engagement:
Ongoing engagement through Housing Managers

Summary Scope of Work:

Work in FY21 to include make-ready rehabilitation of vacant units to allow re-occupancy of vacant units, as well as lead abatement. Work in future years will include replacement of building chillers, roof replacement, and window replacement (FY22).

FY21 District Capital Budget:		\$2,095,200
16 Make-Ready Units		\$420,000
Lead Abatement		\$1,675,200
FY22 Projected Capital Projects: \$	2,450,000	FY18 & FY19
Replace Chillers:	\$150k	ECIP 2 – LED Lighting and Water Savings Measures (2020) \$272k
Roof Replacement:	\$1.4M	ECIP 2 – Replace Boiler and Controls (2019) \$1.9M
Window Replacement:	\$900k	ECIP 2 – Boiler Modifications (2020) \$150k
FY23 Projected Capital Projects: \$	1,800,000	
Phase 1 Unit Rehab (30 units)	\$900k	
Phase 2 Unit Rehab (30 units)	\$900k	

Relocation

No relocation required in FY 21. Relocation in future years will seek to relocate residents into rehabbed units in one-time moves as phases of rehabbed units come back on-line.

Richardson Dwellings

FY'21 Capital Project Spending Plan



November 2020

Richardson Dwellings

5231 Cloud Place NE

ANC: 7C (02)



Year Built 1953

Building Description Richardson Dwellings is a 190-unit family property located in Ward 7, comprising a combination of townhouses and low-rise apartment buildings that offers two, three, four, and five bedrooms units serving 108 households.



Community Meetings/Resident Engagement:

Ongoing engagement through Housing Managers

Summary Scope of Work:

Work planned in FY21 includes make ready rehabilitation of vacant units for in-project relocation and consolidation of residents into better housing conditions in order to create potential “build-first” opportunities on-site for future redevelopment. Future year plans include replacement of convectors and roofs on occupied buildings (FY23).

FY21 District Capital Budget:		\$1,485,000
29 Make-Ready Units		\$1,485,000
FY22 Projected Capital Projects: \$	N/A	FY18 & FY19
FY23 Projected Capital Projects: \$	4,570,000	Misc. Plumbing Repairs (2019) \$440k
Replace Convectors: \$570k		Misc. Mechanical Repairs (2019) \$738k
Replace Roofs: \$4M		Concrete Repairs, Replace Front Doors and Storm Doors (2019) \$250k
		Misc. Property Improvements (2019) \$700k
		14 Make-ready Units (2019) \$526k

Relocation

Residents from low occupancy buildings will be relocated on-site to make-ready units in higher occupancy buildings.

Potomac Gardens

FY'21 Capital Project Spending Plan



November 2020

Potomac Gardens Family and Senior Mid-Rise

1225 G St SE
ANC: 6B (07)



Year Built	1966-1968
Building Description	Potomac Family consists of 208 two- and three-bedroom units, and Potomac Gardens Senior building has 144 one-bedroom apartments for a total of 352 units on the site serving 288 households. The buildings have laundry and onsite parking.



Community Meetings/Resident Engagement:

- August 25, 2020
- September 15, 2020
- Ongoing engagement through Housing Managers

Summary Scope of Work:

Work planned in FY21 includes make ready rehabilitation of vacant units (26 senior, 12 Family) for in-project relocation and pre-development work including build first construction feasibility and master planning in anticipation of renovations to the senior and family tower buildings. Work planned in FY22 to include a building-wide mechanical upgrade.

FY21 District Capital Budget:		\$1,599,000
Replace Security Card Readers		\$25,000
Feasibility Study (Tower Rehab)		\$200,000
Master Planning		\$500,000
Make-Ready Units (38 units)		\$874,000
FY22 Projected Capital Projects: \$	1,600,000	FY18 & FY19
Mechanical Upgrades (Heating): \$1.6M		Elevator Modifications (2020) \$600k
FY23 Projected Capital Projects: \$	N/A	New Fire-Alarm (2020) \$112k
N/A		Fire Alarm Upgrades (2019) \$87k
		Lighting Repairs/Replacement (2019) \$50k

Relocation

Construction is being done in phases due to the fact that electrical, plumbing and HVAC systems run vertically in a high-rise building. Utilizing vacancy to minimize displacement, residents are being relocated to remodeled apartments and other nearby public housing, as quadrants of the building come back on line.

Highland Addition

FY'21 Capital Project Spending Plan



November 2020

Highland Addition

400 Atlantic Ave SE
ANC: 8E (06)



Year Built	1954
Building Description	Highland Addition Dwellings offers 118 townhouse units located at 8th and Xenia Street, SE, with bedroom sizes ranging from three to five bedrooms serving 97 households.



Community Meetings/Resident Engagement:

- Ongoing through engagement with Housing Managers

Summary Scope of Work:

Planned activities in FY21 to include rehabilitation of 27 units as part of a multi-year phased rehabilitation of the property, as well as replacement of the emergency generator. FY22 and FY 23 plans will address the rehabilitation of the remaining 27 units that have not already been rehabbed in prior-year project phases.

FY21 District Capital Budget:		\$2,774,400
Replace Emergency Generator		\$150,000
Phase 1 Unit Rehab (27 units)		\$2,624,400
FY22 Projected Capital Projects: \$	7,200,000	FY18 & FY19
Phase 6 Unit Rehab (30 units)	\$3.6M	Phase 5A - Gut-Renovate 5 Units (2020) \$459k
Phase 7 Unit Rehab (30 units)	\$3.6M	ECIP 2 – LED Lighting and Water Savings Measures (2019) \$214k
FY23 Projected Capital Projects: \$	7,720,000	Phase 5 - Gut-Renovate 6 Units (2019) \$533k
Phase 8 Unit Rehab (31 units)	\$3.72M	Site Drainage and Concrete Repairs (2019) \$190k
Site Work and Exterior Building Imp.	\$3.6M	Phase 4 - Gut-Renovate 11 Units (2019) \$979k
		Phase 3 - Gut-Renovate 11 Units (2018) \$949k
		Phase 2 - Gut-Renovate 12 Units (2018) \$988k

Relocation

Construction is being done in phases, utilizing vacancy to minimize displacement; residents are being relocated to remodeled apartments, as phases of the project come back on line.

Syphax Gardens

FY'21 Capital Project Spending Plan



November 2020

Syphax Gardens

1501 Half St SW
ANC: 6D (06)



Year Built 1960

Building Description Syphax Gardens is a 174-unit community of two- and three- bedroom walk-up apartments serving 143 households. On-site, a social service center is available for residents.



Community Meetings/Resident Engagement:
Ongoing engagement through Housing Managers

Summary Scope of Work:

Work in FY21 to include make-ready rehabilitation of vacant units and lead abatement of exterior elements. Planned work in future years to include rehabilitation of apartment kitchens and bathrooms and window replacement (FY22), as well as roof replacement (FY23).

FY21 District Capital Budget:		\$1,874,000
26 Make-Ready Units		\$874,000
Lead Abatement		\$1,000,000
FY22 Projected Capital Projects: \$	150,000	FY18 & FY19
Feasibility Study: \$150K		ECIP 2 LED Lighting and Water Saving Measures (2019) \$282k
FY23 Projected Capital Projects: \$		ECIP 2 Mechanical and Controls Replacement (2019) \$1.46M
NA		Replace Boiler in 64P Building (2018) \$38k
		Construct Laundry Facility (2018) \$122k
		Replace Exterior Lighting (2018) \$49k

Relocation

No relocation required

Benning Terrace

FY'21 Capital Project Spending Plan



November 2020

Benning Terrace

4450 G St SE
ANC: 7F (03)



Year Built 1960

Building Description Benning Terrace is a multi-family townhouse and garden-style apartment community built in 1958 in Ward 7, consisting of 274 apartments and townhouses that offer two to five bedrooms serving 157 households.



Community Meetings/Resident Engagement:

- July 17, 2019
- Ongoing engagement through Housing Managers

Summary Scope of Work:

Planned work in FY21 to include make ready rehabilitation of vacant units for in-project relocation and consolidation of residents into better housing conditions, as well as lead abatement and repairs to walks. Future year planned work in FY 22 to include replacement of HVAC systems, windows and roofs at the townhouse buildings along Alabama Ave, SE, and demolition of the buildings in the cul-de-sac at 46th Place SE to prepare a build-first site for future redevelopment; and rehabilitation of the townhouse units in FY23.

FY21 District Capital Budget:		\$3,259,100
Sidewalk Repairs/Replacement		\$400,000
Lead Abatement		\$419,600
30 Make-Ready Units		\$2,439,500
FY22 Projected Capital Projects:	\$4,350,000	FY18 & FY19
Replace Fire Alarms	\$50K	ECIP 2 – LED Lighting and Water Saving Measures (2020) \$196k Replace Meter Stacks (2020) \$225k Repair and Replace Roofs at Walk-Up Buildings (2019) \$2.05M
Replace Various Meter Stacks	\$100K	
Demolition Phase 1	\$1.5M	
Replace HVAC Systems	\$250K	
Replace Townhouse Roofs	\$1.7M	
Replace Windows	\$750K	
FY23 Projected Capital Projects:	N/A	

Relocation: No relocation is required in FY21.

Langston Terrace

FY'21 Capital Project Spending Plan



November 2020

Langston Terrace

2101 G St NE

ANC: 5D (04)



Year Built	1937
Building Description	Langston Terrace, designed and built as one of the nation's first public housing communities, is included on the National Register of Historic Places. This community is comprised of 274 apartment units in townhouse and low-rise walk-up apartment buildings serving 192 households.



Community Meetings/Resident Engagement:

- July 22, 2019
- February 13, 2020
- August 27, 2020
- September 17, 2020
- Ongoing engagement through Housing Managers

Summary Scope of Work:

Planned work in FY21 will include a “build-first” feasibility study, lead abatement, roof replacement and 50 make-ready units to move residents into better housing conditions and prepare for the first phase of building rehab after RAD conversion.

FY21 District Capital Budget:		\$10,600,000
Feasibility Study		\$200,000
Lead Abatement Phase 1		\$6,350,000
Roof Replacement		\$1,500,000
50 Make-Ready Units		\$2,550,000
FY22 Projected Capital Projects: \$	N/A	FY18 & FY19
N/A		ECIP 2 – LED Lighting and Water Savings Measures (2019) \$522k
FY23 Projected Capital Projects: \$	N/A	Renovate Laundry (2019) \$235k
N/A		

Relocation

Construction is being done in phases, utilizing vacancy to minimize displacement. Residents will be relocated to remodeled apartments as buildings come back on line.

Greenleaf Gardens

FY'21 Capital Project Spending Plan



November 2020

Greenleaf Gardens

1200 Delaware Ave

ANC: 6D (06)



Year Built 1959

Building Description Greenleaf Gardens, constructed in 1959, is a 242 unit site, consisting of a combination of mid-rise apartments and townhouses serving 192 family households. The development has one-, two-, three-, four-, and five-bedroom apartments or townhomes featuring laundry facilities. The apartment building has 24-hour security.



Community Meetings/Resident Engagement:

- December 10, 2019
- July 19, 2019
- November 4-5, 2020
- Ongoing engagement through Housing Managers

Summary Scope of Work

Environmental abatement work and predevelopment work/financing including make ready rehabilitation of vacant units for in project relocation in preparation for full project redevelopment.

FY21 District Capital Budget:		\$5,678,000
Replace Security Card Reader		\$25,000
14 Make-Ready Units		\$1,653,000
Development Gap		\$1,500,000
Mold/Asbestos Abatement Entire Property		\$2,500,000
FY22 Projected Capital Projects: \$	1,650,000	FY18 & FY19
Masonry Repair and Repointing: \$1.5M		ECIP 2 - Condensing Boiler and AC Replacement (2020) \$1.12M
Replace Emergency Generator: \$150k		Elevator Modernization (2020) \$662k
FY23 Projected Capital Projects: \$	2,300,000	ECIP 2 – LED Lighting and Water Saving (2020) \$359k
Replace/Redesign Heating System: \$1.8M		ECIP 2 – Replace Chiller (2020) \$627k
Sanitary Lateral Repairs: \$500K		Fire Alarm Replacement (2020) \$126k
		Fill UG Oil Tank (2018) \$65k
		9 Make-Ready Units (2018) \$300k

Relocation

Redevelopment is being done in phases utilizing vacancy to avoid displacement, residents are being relocated to remodeled vacant apartments, and build-first development as buildings come on line.

LRSP NEED FOR CONSOLIDATED RFP PROJECTS IN THE UNDERWRITING PIPELINE

Original: 10/29/20 Updated: 12/21/20

PROJECT CLOSING TIMEFRAMES + LRSP NEED - PROJECTS SELECTED THROUGH THE 2019 RFP										
Project Name	Project Type/Scope	Projected or Actual Closing Date	Affordable Units Produced or Preserved	DHCD Funding Sources	# LRSP Units - 2019 RFP Round	LRSP Contract Amount Requested - 2019 RFP Round	# LRSP Units - Previous RFP Round	Amount Requested - Previous RFP Round	Estimated Date Needed (Lease Up)	Notes
CONFIRMED FY21 CLOSINGS - ADEQUATE DHCD GAP FINANCING / LIHTC AVAILABLE										
Cascade Park 2019	Substantial Rehabilitation	3/1/2021	132	Section 108 9% LIHTC	28	\$571,908			3/1/2022	Phased project - Lease-up date is for Phase I
MDXXX Flats	New Construction	3/1/2021	101	HPTF	21	\$1,069,464			3/1/2023	
505 Jefferson	Substantial Rehabilitation	6/1/2021	14	Section 108	7	\$143,256			6/1/2022	
The Hampshire	Substantial Rehabilitation	6/1/2021	56	Section 108 9% LIHTC	8	\$127,440			6/1/2022	
United Second Street	Substantial Rehabilitation	9/1/2021	13	Section 108	7	\$128,568			9/1/2022	
Additional Rehab Project	Substantial Rehabilitation	9/30/2021	41	Section 108	41	\$666,204			7/2/2022	Phased project - Lease-up date is for Phase I
POSSIBLE FY21 CLOSINGS / EARLY FY22 CLOSING (IF ADDITIONAL CAPITAL RESOURCES MADE AVAILABLE, WILL CLOSE IN FY21)										
The Clara on MLK	New Construction	10/15/2021	81	HPTF	20	\$344,400			4/13/2023	
SOME North Capitol Street	New Construction	10/15/2021	139	HPTF 9% LIHTC DBH	75	\$2,268,000			10/15/2023	
FY21 TOTAL			577		207	\$5,319,240				
FY22 CLOSINGS										
Faircliff Plaza East	New Construction	3/1/2022	125	HPTF	9	\$439,452			2/29/2024	
FY22 TOTAL			125		9	\$439,452				

PROJECTS SELECTED THROUGH EARLIER RFPs - LRSP ALREADY APPROVED BY DCHA BOARD										
Project Name	Project Type/Scope	Projected or Actual Closing Date	Affordable Units Produced or Preserved	DHCD Funding Sources	# LRSP Units - 2019 RFP Round	LRSP Contract Amount Requested - 2019 RFP Round	# LRSP Units - Previous RFP Round	Amount Approved - Previous RFP Round	Estimated Date Needed (Lease Up)	Notes
Abrams Hall Assisted Living	Substantial Rehabilitation	3/1/2021	54	9% LIHTC HPTF			54	\$388,800	8/28/2022	
Kenilworth Phase 1	New Construction	6/30/2021	166	HPTF			17	\$257,040	6/30/2023	
Urban Village Phase I	New Construction	3/1/2022	115	HPTF			14	\$610,560	2/29/2024	
218 Vine Street NW	New Construction	11/30/2020	121	9% LIHTC HPTF			24	\$732,672	5/29/2022	
2442 MLK	New Construction	12/2/2020	112	HPTF			6	\$121,392	5/31/2022	
17 Mississppi	New Construction	6/1/2021	41	HPTF			9	\$120,012	11/28/2022	
Mary's House	New Construction	3/31/2021	15	9% LIHTC HPTF			3	\$31,536	3/31/2022	

District of Columbia Housing Authority
Office of Administrative Services
Contracts Registry~ Contracts Awarded and Option Year FY20-FY21 to Date

Status	DCHA Subsidiary/ Affiliate	Type	Contract Number	Contract Awardee	Description of Service	Contract Effective Date	Contract End Date	Option Year Term Dates	Next Option Year Term	Contract Amount	Amount Spent 10/1/19 - 2/1/21	Funding Source
Open	DCHA	Competitive	18-2016	ADT Security Services	Security System at the Southwest Enhancement Center	10/19/16	10/19/26	2 Options~ 10/19/2019 10/19/2020		\$ 17,907.67	\$ 1,232.63	6997 Community Vision, Inc
Open	DCHA	Competitive	0027-A-2016	Answer Title & Escrow	Title Services	1/19/17	1/19/22	3 Options~ 1/19/2019; 1/19/2020; 1/19/2021	1/19/21	\$ 200,000.00	\$ -	
Open	DCHA	Competitive	0027-2016	A-1 Title Services	Title Services	1/19/17	1/19/22	3 Options~ 1/19/2019; 1/19/2020; 1/19/2021	1/19/21	\$ 200,000.00	\$ -	
Open	DCHA	Competitive	0023-2017	CliftonLarsonAllen, LLP	External Audit Services	8/25/17	8/25/22	2 Options~ 8/25/2020; 8/25/2021	8/25/21	\$ 1,147,515.00	\$ 169,666.50	Multiple Properties / Property Budgets
Closed	DCHA	Competitive	0030-2017	Palace Designs	Permit Expeditor	10/16/17	10/16/18	2 Options~ 10/16/2018; 10/16/2019		\$ 90,350.00	\$ -	
Open	DCHA	Competitive	0032 -A-2017	Spike, Inc dba/ Olympia Moving & Storage	Moving Services for All DCHA Properties	10/31/17	10/31/22	3 Options~ 10/31/2019; 10/31/2020; 10/31/2021		\$ 240,000.00	\$ 95,674.06	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0032 -B-2017	District Relocators, LLC	Moving Services for All DCHA Properties	11/1/17	11/1/22	3 Options~ 11/1/2019; 11/1/2020		\$ 240,000.00	\$ 58,345.75	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0032 -C-2017	Louislee Companies	Moving Services for All DCHA Properties	11/1/17	11/1/22	3 Options~ 11/1/2019; 11/1/2020		\$ 240,000.00	\$ 19,155.58	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0032 -D-2017	MB Trucking & Moving	Moving Services for All DCHA Properties	11/7/17	11/7/22	3 Options~ 11/7/2019; 11/7/2020		\$ 240,000.00	\$ 81,608.90	Multiple Properties/ Property Budgets
Closed	POLP	Competitive	0001-2017	CAPREIT Residential Management	Property Management @ Parkway Overlook	2/7/18	12/1/20	4 Options~ 2/7/2019; 08/25/2020				
Open	DCHE	Competitive	2017 -5-2017	Networth Properties	Real Estate Brokerage Services	3/1/18	3/1/21	1 Option~ 3/1/2020		\$ 99,000.00	\$ 70,250.00	Paid thru DCHE Closing
Open	DCHE	Competitive	2017 -5A-2017	Menkiti Group	Real Estate Brokerage Services	3/9/18	3/9/21	1 Option~ 3/9/2020		\$ 99,000.00	\$ 41,173.00	Paid thru DCHE Closing
Open	DCHE	Competitive	2017 -5B-2017	ReMax Properties	Real Estate Brokerage Services	3/9/18	3/9/21	1 Option~ 3/09/2020		\$ 99,000.00	\$ 12,200.00	Paid thru DCHE Closing
Closed	DCHA	Competitive	0001 -B-2018	HR&A Associates	Development Project Management & Financial Consulting Services	4/3/18	4/3/23	3 Options~ 4/3/2020; 4/3/2021; 4/3/2022		\$ 240,000.00	\$ 77,212.88	7002 OCP Oper
Open	DCHA	Competitive	0001 -F-2018	Urban Development Ventures, LLC	Development Project Management & Financial Consulting Services	4/4/18	4/4/23	3 Options~ 4/4/2020; 4/4/2021; 4/4/2022	4/4/21	\$ 50,000.00	\$ 15,000.00	9018 CFP-18
Open	DCHA	Competitive	0001 -E-2018	BAE Urban Economics	Development Project Management & Financial Consulting Services	4/11/18	4/11/23	3 Options~ Years~ 4/4/2020; 4/4/2021; 4/4/2022	4/11/21	\$ 240,000.00	\$ -	
Closed	DCHA	Competitive	0001 -A-2018	TAG Associates, Inc.	Development Project Management & Financial Consulting Services	4/13/18	4/13/23	3 Options~ 2020; 4/13/2021; 4/13/2022		\$ 240,000.00	\$ 44,989.37	7000, 8401, 6994 COCC, Mixed Income Park Morton, Mixed Income Capper

District of Columbia Housing Authority
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Status	DCHA Subsidiary/ Affiliate	Type	Contract Number	Contract Awardee	Description of Service	Contract Effective Date	Contract End Date	Option Year Term Dates	Next Option Year Term	Contract Amount	Amount Spent 10/1/19 - 2/1/21	Funding Source
Open	DCHA	Competitive	0001-C-2018	Thomas Jones dba/ TJ Realty, LLC	Development Project Management & Financial Consulting Services	4/13/18	4/13/23	3 Options~ 4/13/2020; 4/13/2021; 4/13/2022	4/13/21	\$ 240,000.00	\$ -	
Open	DCHA	Competitive	0001-D-2018	Adaoha Properties	Development Project Management & Financial Consulting Services	4/18/18	4/18/23	3 Options~ Years~ 4/18/2020; 4/18/2021; 4/18/2022	4/18/21	\$ 240,000.00	\$ 16,994.25	6990 DCHE Bud
Open	DCHA	Competitive	0004-2018	The Gordian Group	Job Order Contracting (JOC) Consulting Services	5/2/18	5/2/23	4 Options~ 5/2/2019 5/2/2020 5/2/2021 5/2/2022	5/2/21	2.05% DCHA licensing fee of each Job Order, with up to a maximum DCHA licensing fee charged of Fifty Thousand Dollars (\$50,000.00)	\$ 203,049.26	Multiple Properties/ Property Budgets
Closed	DCHA	Competitive	X-2019	McKinsey & Company	Consulting Services for Strategic Planning	11/9/18	11/9/20	1 Option~ 11/9/2019		\$ 948,600.00	\$ -	
Open	DCHA	Competitive	0029-2018	Urban Development Ventures, LLC	Appraisal Services	1/24/19	1/24/22	1 Option~ 1/24/2021	1/24/21	\$ 150,000.00	\$ 21,000.00	9018 CFP-18
Open	DCHA	Competitive	0029-B-2018	Feasibility Research Group	Appraisal Services	1/24/19	1/24/22	1 Option~ 1/24/2021	1/24/21	\$ 150,000.00	\$ -	
Open	DCHA	Competitive	0031-2018	Moya Design Partners	Capper Master Planner	2/4/19	2/4/21	1 Option~ 2/4/2020;		\$ 350,000.00	\$ 126,461.99	6994 Mixed Income Capper
Open	DCHA	Competitive	0025-2019	Douglas & Boykin, PLLC	Specialized Legal Services	10/9/19	3/31/21	N/A		\$ 150,000.00	\$ 41,036.60	7000 COCC
Open	DCHA	Competitive	0036-A-2019	CVR Associates, Inc.	RAD Financial and Development Consultant	11/6/19	11/6/21	N/A		\$ 150,000.00	\$ 37,592.00	6003 MTW Vouchers
Open	DCHA	Competitive	0036-2019	Rita Ferrall	RAD Financial and Development Consultant	11/21/19	11/21/21	N/A		\$ 150,000.00		
Open	DCHA	Competitive	0025-A-2019	Beveridge & Diamond	Specialized Legal Services	12/3/19	3/31/21	N/A		\$ 150,000.00	\$ 85,707.18	
Open	DCHA	Competitive	01-2020	Overhead Door Company of Washington	Garage Doors Maintenance & Repairs	12/11/19	12/11/21	N/A		\$ 45,000.00	\$ 20,250.00	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0027-A-2019	Arnolda Beaujuin	Administrative Hearing Officers	12/18/19	12/18/22	N/A		\$ 35,625.00		
Open	DCHA	Competitive	0027-B-2019	Wanda I. Resto, Esq.	Administrative Hearing Officers	12/27/19	12/27/22	N/A		\$ 35,625.00	\$ 1,677.25	6003 MTW Vouchers
Open	DCHA	Competitive	0027-D-2019	Matlock & Matlock	Administrative Hearing Officers	12/27/19	12/27/22	N/A		\$ 35,625.00	\$ -	
Open	DCHA	Competitive	0027-C-2019	Natalie L. Johnson, Esq.	Administrative Hearing Officers	12/27/19	12/27/22	N/A		\$ 35,625.00	\$ -	
Open	DCHA	Competitive	07-2020	Novogradac & Company LLC	Market Analysis & Sub-Market Rent Study	1/28/20	3/28/21	N/A		\$ 65,000.00	\$ -	
Closed	DCHA	Competitive	X-2020	Cintas	Uniform Services	2/3/20	7/31/20	N/A		\$ 240,000.00	\$ 200,615.96	Multiple Properties
Closed	DCHA	Emergency	07-2020	Jerome L Taylor Trucking	Emergency Trash Collection and Disposal Services	2/5/20	5/30/20	N/A		\$ 234,963.00	\$ 300,530.15	
Open	DCHA	Competitive	0010-2020	Human Capital Initiative, LLC	DCHA Workforce Assessment	2/7/20	2/7/21	N/A		\$ 247,903.00	\$ 116,350.20	7000 COCC
Open	DCHA	Competitive	04-2020	Complete Door Services, Inc.	Automatic Doors Maintenance & Repairs @ Various DCHA Properties	2/12/20	2/12/22	N/A		\$ 85,000.00	\$ 47,500.00	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	03-2020	Bayline Lift Technologies, Inc.	Third Party Elevator Inspections @ Various DCHA Properties	2/12/20	2/12/22	N/A		\$ 55,000.00	\$ 4,319.50	Multiple Properties/ Property Budgets
Open	DCHA	Sole Source	0014-2020	Blosky & Associates	Accounting Technical Assistance	2/12/20	2/12/21	1 Option~ 02/12/2021	2/21/21	\$ 189,000.00	\$ 131,783.33	7000 COCC
Open	DCHA	Competitive	0032-2019	HD Supply Maintenance	Appliances	2/14/20	2/14/22	N/A		\$ 1,400,000.00	\$ 212,770.65	Multiple Properties/ Property Budgets

District of Columbia Housing Authority
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Status	DCHA Subsidiary/ Affiliate	Type	Contract Number	Contract Awardee	Description of Service	Contract Effective Date	Contract End Date	Option Year Term Dates	Next Option Year Term	Contract Amount	Amount Spent 10/1/19 - 2/1/21	Funding Source
Open	DCHA	Competitive	05-2020	Chutes International	Trash Compactors Maintenance & Repairs @ Various DCHA Properties	2/18/20	2/18/22	N/A		\$ 35,000.00	\$ 11,022.39	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0007-2020	EOP Education, LLC	Opportunity Zone Advisor Services	2/19/20	2/19/22	N/A		\$ 148,000.00	\$ 78,190.00	9018 CFP-18
Open	DCHA	Competitive	02-2020	Noble Clarke Machinery and Equipment, Ltd.	Emergency Generators @ Various DCHA Properties	2/21/20	2/21/22	N/A		\$ 90,000.00	\$ 27,712.22	
Open	DCHA	Competitive	0009-2019	Credit Builders Alliance	Credit Building Technical Assistance Provider	3/6/20	10/6/21	N/A		\$ 8,505.00	\$ 1,879.74	7000 COCC
Open	DCHA	Sole Source	0011-2020	The Urban Institute	Data Analysis and Technical Assistance for Human Capital Plan for DCHA Transformation Plan Contract- Urban Institute	3/25/20	1/25/21	N/A		\$ 189,000.00	\$ 7,500.00	
Open	DCHA	Competitive	0008-2020	CIH Properties, Inc.	Property Management Services~ Sibley Family & Plaza, Sursum Corda and Lincoln Road	4/1/20	4/1/21	N/A		\$ 104,076.00	\$ 1,236,505.00	5460
Open	DCHA	Competitive	0003-I-2019	Spectrum Management, LLC	Vacant Unit Make Ready Services	4/17/20	4/17/21	N/A		\$ 350,000.00	\$ 82,012.89	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0016-2020	Citrin Cooperman	External Assurance Audit Services	5/12/20	5/12/22	N/A		\$ 130,000.00	\$ 23,893.00	7000 COCC
Open	DCHA	Competitive	06-2020	American Environmental, LLC	Steam Clean Trash Chutes	5/21/20	5/21/22	N/A		\$ 16,864.00	\$ 1,674.00	Multiple Properties/ Property Budgets
Open	DCHE	Competitive	2019-3	U Street Parking	Management Services for Capper Parking Lots	5/22/20	5/22/25	N/A		\$ 3,776,007.03	\$ 588,504.84	6994 Mixed Income Capper
Open	DCHA	Sole Source	0021-2020	Littler	Specialized Legal Services- General Counsel for Litigation	5/26/20	5/26/21	N/A		\$ 230,000.00	\$ 56,261.26	7000 COCC
Open	DCHA	Competitive	0029-2019	Thomson Reuters Westlaw	Online Legal Research	5/27/20	5/27/23	N/A		\$ 38,117.56		
Open	DCHA	Competitive	09-2020	Northeastern	HVAC Plumbing Parts	5/29/20	5/29/22	N/A		\$ 140,000.00	\$ 203,359.28	Multiple Properties/ Property Budgets
Closed	DCHA	Emergency	10-2020	Jerome L Taylor Trucking	Emergency Trash Collection and Disposal Services	6/1/20	9/1/20	N/A		\$ 231,722.06	\$ 235,158.00	
Open	DCHA	Competitive	0020-2020	Resident Participation Services, PLLC	Independent Third Party Monitor 2020 Resident Counsel Elections	6/22/20	8/31/21	N/A		\$ 108,580.00	\$ 15,459.01	7000 COCC
Open	DCHA	Competitive	0005-2020	Thinkbox Group	Utility Billing Administration	6/23/20	6/23/25	N/A		\$ 999,924.50	\$ 199,984.90	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0022-2020	Saul Ewing Arnstein and Lehr	Specialized Legal Services~ Counsel for Complaint of Violations of The Drug-, Firearm-, or Prostitution related Nuisance Abatement Act	6/26/20	6/24/21	N/A		\$ 150,000.00	\$ 57,778.16	7000 COCC
Open	DCHA	Competitive	0003-A-2020	TAG Associates, Inc.	Project Development and Financial Management Services	6/30/20	6/30/22	N/A		\$ 140,000.00	\$ 44,989.37	8401, 6994, 7000 Mixed Income Park Morton, Mixed Income Capper, COCC
Open	DCHA	Competitive	0003-B-2020	HR&A Associates	Project Development and Financial Management Services	7/1/20	7/1/22	N/A		\$ 140,000.00	\$ 295,211.94	7002 OCP Oper
Open	DCHA	Competitive	0003-E-2020	Craddock Local Solutions	Project Development and Financial Management Services	7/1/20	7/1/22	N/A		\$ 140,000.00	\$ -	
Open	DCHA	Sole Source	07-2020	emocha Mobile Health	emocha Health Return to Work	7/7/20	12/31/21			\$ 133,360.00	\$ 67,293.00	
Open	DCHA	Competitive	0003-D-2020	Alvarez & Marsal Disputes and Investigations, LLC	Project Development and Financial Management Services	7/8/20	7/8/22	N/A		\$ 140,000.00	\$ -	
Open	DCHA	Competitive	0006-2019	Pest Master Services	Pest Control Services	7/21/20	7/21/22	N/A		\$ 150,000.00	\$ 475.00	7000 COCC
Open	DCHA	Competitive	0018-2020	Bureau Veritas Technical Assessments, LLC	Physical Needs Assessment	7/21/20	7/21/21	N/A		\$ 257,206.00	\$ -	
Closed	DCHA	Competitive	12-2020	Elite Development	Carpet Installation for HCVP	8/3/20	8/17/20			\$ 21,800.00	\$ 27,575.00	6008, 3850 Elvans Rd/Scattered Site
Open	DCHA	Competitive	0017-2020	Alliance Business Solutions	Sign Language Interpreter Services	8/3/20	8/3/25	1 Option	8/3/24	\$ 144,000.00	\$ -	

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Status	DCHA Subsidiary/ Affiliate	Type	Contract Number	Contract Awardee	Description of Service	Contract Effective Date	Contract End Date	Option Year Term Dates	Next Option Year Term	Contract Amount	Amount Spent 10/1/19 - 2/1/21	Funding Source
Closed	DCHA	Competitive	0021-G-2018	McKissack & McKissack of Washington, Inc.	Professional Architectural Engineering Services	8/11/20	12/31/20	N/A		\$ 108,000.00	\$ -	
Open	DCHA	Sole Source	11-2020	Woebot Labs, Inc.	Woebot	9/1/20	8/31/21	N/A		\$ 61,500.00	\$ -	
Closed	DCHA	Competitive	0020-B-2019	Jerome L Taylor Trucking	Trash Collection and Disposal Services	9/1/20	8/20/24	N/A		\$ 4,410,610.00	\$ 157,806.75	
Open	DCHA	Competitive	0019-2020	Andean Consulting Solutions International, LLC (ACSI LLC)	Language Translation and Interpreter Services	9/16/20	9/16/25	1 Option~ 09/16/2024	9/16/24	\$ 144,000.00	\$ -	
Open	DCHA	Competitive	0024-2020	Ace Fire Extinguisher Service, Inc.	Fire Extinguishers	10/5/20	10/5/23	N/A		\$ 126,000.00	\$ 54.00	3300 Hopkins Apts
Open	DCHA	Competitive	0013-C-2020	Tito Contractors, Inc.	Abatement/ Lead RRP Services	10/29/20	10/29/23	N/A		\$ 200,000.00	\$ 305,320.00	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0013-E-2020	Kovais Innovative Solutions, Inc.	Abatement/ Lead RRP Services	10/29/20	10/29/23	N/A		\$ 200,000.00	\$ 138,189.16	4240 Syphax Gardens
Open	DCHA	Competitive	0013-D-2020	Lonch, Inc.	Abatement/ Lead RRP Services	10/30/20	10/30/23	N/A		\$ 200,000.00		2130 Lincoln/Richardson
Open	DCHA	Competitive	0013-B-2020	Goel Services	Abatement/ Lead RRP Services	11/2/20	11/2/23	N/A		\$ 200,000.00	\$ -	
Open	DCHA	Competitive	0013-G-2020	JPS, Inc.	Abatement/ Lead RRP Services	11/2/20	11/2/23	N/A		\$ 200,000.00	\$ -	
Open	DCHA	Competitive	0013-F-2020	Veterans Contractor Assistance Support Services, LLC	Abatement/ Lead RRP Services	11/4/20	11/4/23	N/A		\$ 200,000.00		Multiple Properties/ Property Budgets
Open	DCHA	Competitive	0013-A-2020	Sandow Construction, Inc.	Abatement/ Lead RRP Services	11/5/20	11/5/23	N/A		\$ 200,000.00	\$ -	
Closed	DCHA	Competitive	01-2021	Insight	Camera Monitoring Equipment and Technology	11/9/20	11/20/20	N/A		\$ 132,153.97	\$ -	
Open	DCHA	Emergency	03-2021	Jerome L Taylor Trucking	Emergency Trash Collection and Disposal Services	11/13/20	2/13/21	N/A		\$ 231,722.06	\$ -	
Open	DCHE	Competitive	2020-1	Renaissance Equity Partners, LLC	New Market Tax Credit Application, Administration and Support Services	12/1/20	12/1/22	N/A		\$ 140,000.00	\$ -	6990 DCHE Bud
Open	DCHA	Sole Source	0029-2020	Muscatello's	Uniform and Personal Protection Equipment (PPE) Fulfillment Services	12/3/20	12/3/22	N/A		\$ 245,000.00	\$ -	Multiple Properties/ Property Budgets
Open	DCHA	Competitive	X-2021	Cintas	Uniform Rental and Personal Protection Equipment (PPE) Fulfillment Services	1/26/21	1/26/23	N/A		\$ 751,308.00	\$ -	Multiple Properties

District of Columbia Housing Authority
Office of Administrative Services
Contracts Registry~ FY20-FY21 Lease Agreements

[illegible]

PENDING LAWSUITS INVOLVING DCHA [\(Question 15\)](#)
For the period of October 1, 2019 (Q1- 2020) – February 01, 2021

CASE NAME	DESCRIPTION
Current DCHA related matters	
Belinda Myers and Wanda Thomas v. DCHA and T. Quantay Oliver	Employment matter.
Toni Busey v. DCHA	Tort/personal injury matter
Pezhman Tabatabai v. DCHA	Breach of real property contract.
Donnetta Wilson, et al. v. DCHA (appeal and federal action)	Premises liability claim.
Otelia Pittman v. DCHA (Alex/Collin)	Housing Choice Voucher related claim.
Alexander v. Capper Senior I LP et. al. and Lea v. Capper	Premises liability matter.
Karen Bradley v. DCHA (Alex)	Tort/personal injury matter.
Andre Johnson v. DCHA (Alex)	Tort/personal injury matter.
Savannah Heights Ltd. Partnership v DCHA	Housing Choice Voucher related matter.
Chelsea Andrews v. DCHA	Wrongful termination/Employment claim
Otis Mahoney	Tort/employment matter on appeal.
Evelyn Arthur, et al. v. DCHA	ADA related matter

PENDING LAWSUITS INVOLVING DCHA [\(Question 15\)](#)
For the period of October 1, 2019 (Q1- 2020) – February 01, 2021

Current Area Residents East of the River, et al. v. District Of Columbia, et al.	Fuller (ANC 8A commissioner), CARE, Paulette Matthews (former Barry Farm resident) and Shanifinne Ball (Union Market) lawsuit against the District and DCHA for animus and conspiracy and violations of the Fifth Amendment, DC Human Rights Act, Fair Housing Act, and First Amendment.
Shuntay Brown v. Penn. Higher Ed Authority et al.	Claim dismissed related to credit reporting concerns.
Jacquelyn Johnson v. DCHA	Court of Appeals challenge regarding DCHA/HUD position regarding sex offenders.
Melonee Bryant v. DCHA	Breach of contract/tort claim.
Victoria McFadden v. DCHA	Eviction related matter.
Miracle Cowser v. DCHA	Tort/personal injury related claim.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

**DISTRICT OF COLUMBIA HOUSING
AUTHORITY,**

Defendant.

Case Number: 2020 CA 002740 B

Judge Fern Flanagan Saddler

CONSENT JUDGMENT AND ORDER

This **CONSENT JUDGMENT AND ORDER** (“Consent Order”) is made this **10th** day of **September, 2020**, by and between Plaintiff District of Columbia, through the Office of the Attorney General (the “District” or “OAG”), and Defendant District of Columbia Housing Authority (“DCHA”), to address the drug- and firearm-related nuisance activity at ten (10) public housing properties:

WHEREAS this case concerns the following public housing complexes (each, a “Property”; collectively “Properties”):

Carroll Apartments
Benning Terrace Apartments
James Creek Apartments
Kenilworth Courts Apartments¹
Langston Terrace and Additions
LeDroit Apartments and Kelly Miller Apartments
Lincoln Heights Apartments
Richardson Dwellings Apartments
Stoddert Terrace Apartments and
Syphax Gardens Apartments.

See **Exhibit A** for full list of property addresses.

WHEREAS, District of Columbia Housing Authority is the owner of the Properties;

¹ Any property within Kenilworth Courts Apartments that is neither owned nor managed by DCHA shall not be a Property subject to this Consent Order.

WHEREAS on June 9, 2020, the District filed a Complaint (“Complaint”) for violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114, to compel DCHA to abate drug- and firearm-related nuisances at the Properties; and

WHEREAS, DCHA admits no wrongdoings as set forth in the Complaint; and

WHEREAS, the DCHA and OAG desire to resolve this matter in lieu of continuing litigation.

NOW, THEREFORE, based on the agreement of DCHA and the District in lieu of continuing litigation, the following is hereby **ORDERED**:

1. **JURISDICTION**. The parties agree that this Court has subject matter jurisdiction and personal jurisdiction in this action.
2. **SECURITY PLAN**. DCHA agrees to institute the following security plan at the Properties which shall be maintained and remain in place for as long as DCHA owns, operates, or manages the Properties for the term of this Consent Order:

(a) Exterior Lighting

- i. DCHA shall install and maintain exterior lighting fixtures in accordance with the deadlines in **Exhibit B**.
- ii. DCHA shall alter the location of lighting, upon mutual agreement of DCHA and the District, based on areas of criminal activity in the Properties. DCHA shall maintain branches and trees that are on the Properties, and around the lighting, to avoid obstructions.
- iii. Dumpsters will be moved to avoid visual obstruction of the lighting.
- iv. DCHA shall repair or replace any non-functioning exterior lighting within five (5) business days of notice of defective light fixtures.

(b) Security Cameras

- i. DCHA shall install and maintain a high-definition security camera system, in consultation with the Metropolitan Police Department (“MPD”) and in accordance with the locations and deadlines indicated in **Exhibit C**, to fully capture the exterior of the Property to avoid material visual obstruction.
- ii. Dumpsters will be moved to avoid visual obstruction of camera views.
- iii. DCHA shall provide electronic access to security cameras to MPD. Access to security camera footage also will be maintained at a central

location at current (1133 North Capitol Street, NE, Washington, DC 20002) or future DCHA headquarters, but available to MPD remotely.

- iv. DCHA shall provide to OAG and MPD the following information regarding all high-definition security cameras located on the Property: invoices, brand, serial number(s), and specific location(s) for each camera.
- v. DCHA shall cause non-operational cameras to be repaired and access to the footage shall be restored within five (5) business days.
- vi. Following the installation of exterior lighting and security cameras in accordance with this security plan, DCHA must repair and replace such exterior lighting and security cameras as needed with fixtures and equipment of equal or greater quality and capabilities, maintaining the same coverage as the locations in **Exhibit C**. DCHA shall have the opportunity to modify the placement of exterior lighting and cameras annually by agreement with the District.

(c) “No Trespassing” and “No Loitering” Signs

- i. Within five (5) business days of signing this Consent Order, DCHA shall install and maintain signs in the common areas (e.g. sidewalks, stairways into buildings, common land) at the Properties that read: “For Resident Use Only. No Trespassing or Loitering by Others”.
- ii. DCHA will maintain branches and trees around the signs to avoid obstructions. Any dumpsters and other obstructions will be moved to avoid visual obstruction of the signs.
- iii. DCHA shall enforce the signage requirements enumerated in Section 2(c)(i), through written notice to individuals (a copy to be maintained by DCHA) to prevent those who do not reside at the Properties, or those who are not with individuals who reside at the Properties, from remaining at the Properties.

(d) Abandoned Vehicles

- i. Within thirty (30) days of signing this Consent Order, DCHA will compile, and property managers will maintain, a list of vehicles that are owned by DCHA tenants and their guests to identify accurately which vehicles on the Properties are abandoned.
- ii. DCHA will ticket abandoned vehicles and within five (5) business days of identifying vehicles as not belonging to a tenant, guest, or other

occupant of the Properties will request an outside contractor to tow such vehicles.

- iii. On a weekly basis DCHA will inspect each Property for abandoned vehicles and cause abandoned vehicles to be ticketed and towed.

(e) Securing Entrances to Residential Buildings

- i. Upon identification or report of a malfunctioning door at the Properties, DCHA shall repair or replace the door and ensure functionality. This repair or replacement must take place within one (1) day if in-house supplies are available or within two (2) days if an outside contractor is required.
- ii. As part of the security camera installation provided in 2(b), DCHA shall use point and tilt zoom cameras near entrances of multifamily unit buildings. DCHA shall prioritize security patrols based on the data they retrieve from the security cameras.
- iii. If a Property has a security guard, the security guard shall require all guests entering the Property to sign into a visitor's log.

(f) Property Maintenance: DCHA shall perform regular maintenance of the grounds of each Property, including but not limited to pruning of overgrown vegetation, mowing the lawns, and trash collection twice per week. For Properties managed by Homeowners associations, DCHA shall include these requirements in the related management agreement.

(g) Vacant Units

- i. As of the date of this Consent Order, DCHA proposes to rehabilitate approximately 250 units on the 10 Properties during the second quarter of 2021. DCHA will provide an update to the District as to the vacancy and construction status of those units monthly by e-mail by to undersigned counsel or other designees seven (7) days before the beginning of each new month.
- ii. Within five (5) days of signing this Consent Order, DCHA will secure all vacant units with boards and lock boxes. Upon knowledge of a unit becoming vacant, unless otherwise not permitted by DC Code 42-3505.51, DCHA will secure the unit within seven (7) business days.
- iii. DCHA shall ensure that all vacant units in the Properties remain secured. DCHA's Public Safety Officers (including security guards, special police officers, and police officers) shall check the security of vacant units on each shift, utilizing a report sheet. *See Exhibit D* for

sample report sheet. During the meetings outlined in 2(i) below, DCHA shall include on the agenda the status of the vacant units on the applicable Properties. For purposes of clarity, nothing in this section shall preclude DCHA from re-entering any secured vacant units in order to provide for repairs in the vacant units that have damages that is negatively impacting adjacent occupied units.

(h) Early case detection and referral

- i. DCHA shall add to its notices to tenants relating to criminal activity by tenant, occupant, or guests of the tenant (also called “Fightback” notices) that the tenant has ten (10) business days to notify DCHA that they wish to request a meeting with the DCHA contact person (whose name and contact information will be identified in the notice), to discuss the claims in the notice and attempt to arrive at a resolution to the notice. The tenant may bring any advocate (including an attorney or case worker) to the meeting. If no request is received from the tenant, a case may be filed immediately at DCHA’s sole and absolute discretion. If a meeting is requested, it will be scheduled within twenty (20) business days from the date of the request. If the matter is not resolved during the meeting or any subsequent agreed-upon meeting, DCHA may immediately file an action in court. This notice must be preceded by the referrals outlined in 2(h)(ii).
- ii. Within three (3) days (or the next business day if the third day falls on a weekend or holiday) of identifying drug- or firearm-related activity within the security camera monitoring, and corroborated with an MPD incident report, and the specific unit number where the activity occurred, and/or individuals who engaged in the activity are identified, independent of whether charges have been brought by law enforcement, DCHA shall provide the tenant with an e-mail address (DCHAEvictionPrevention@gmail.com) and a flyer (See **Exhibit E**) for available non-profit legal services. DCHA will also provide individuals who require mental health services with an address and telephone number for the Department of Behavioral Health (“DBH”) at: <https://dbh.dc.gov/page/apra>.

(i) Community Engagement

- i. DCHA shall invite their Resident Councils to quarterly meetings for each MPD District, rotating locations of the meetings at the Properties within the MPD Districts, to discuss the following: issues involving illegal activity at the DCHA Properties in that MPD District; the residents’ view of the level of success of the security plan; the availability of services to address crime reduction more holistically; and

ways non-policing and restorative justice may resolve issues of drug- and firearm-related criminal activity at the Properties.

- ii. These meetings shall be attended by DCHA Area and Housing Managers and DCHA Office of Resident Services.
- iii. Invitations shall also be extended to representatives from DCHA's landlord and tenant counsel, DCHA's Office of General Counsel, DCHA's Office of Public Safety, MPD, OAG, and DBH, nearby hospital and other learning institutions for medical professionals, and legal services providers (e.g., Bread for the City, Empower DC, Legal Counsel for the Elderly, Neighborhood Legal Services Program, Rising for Justice, The Legal Aid Society of the District of Columbia, Washington Lawyers Committee, and Washington Legal Clinic for the Homeless). Attendance of representatives from the various entities and organizations are not required for DCHA to be in compliance with Section 2(i)(i) and this Section.
- iv. Tenants will be able to invite supporters (e.g., community social workers or other organizational representatives) to be present at the meetings. During the public health emergency period, as defined by Mayoral Orders, these quarterly meetings may be conducted virtually using WebEx or any other similar online platform.

(j) Physical Security Coverage

- i. By October 31, 2020, DCHA shall add six (6) special police officers to its security personnel; and by January 31, 2021, DCHA shall add six (6) additional special police officers and two (2) DCHA police officers in order to ensure that the Properties have adequate security coverage from the hours of 3 p.m. to 7 a.m., daily. By January 31, 2021 DCHA will use these additional security personnel to supply the following security coverage for the two aforementioned shifts needed each day at the Properties: three (3) security personnel covering Benning Terrace, Kenilworth Courts, Lincoln Heights, Richardson Dwellings, and Stoddert Terrace; two (2) security personnel, covering Carroll Apartments, James Creek and Syphax Gardens; one (1) security personnel covering Ledroit Apartments and Kelly Miller Apartments; and one (1) security personnel covering Langston Terrace. Nothing in this Consent Order prevents OAG from petitioning the Court, with or without DCHA's consent, for greater security coverage based on crime trends at the Properties.
- ii. DCHA shall provide security personnel schedules (covering security personnel's names, contact information, location of coverage, coverages dates and times) to OAG by e-mail to undersigned counsel

or other designees seven (7) days before the beginning of each new month.

- iii. When conducting patrols of the properties, all security personnel shall be equipped with DCHA mobile phones which will have a reporting application allowing for instantaneous updates to DCHA OPS Headquarters and DCHA Property Management. Using the data collected from these patrols, DCHA will conduct a daily analysis and will program the security cameras at the Properties referenced in 2(b) above to focus on property locations where crime is trending.
- iv. DCHA shall ensure that the armed DCHA officers or special police officers will, as part of their duties, enforce barring notices pursuant to Section 2(k) below and will take the enforcement actions pursuant to Section 2(c)(iii) above.
- v. The parties reserve the right to request an in person or virtual meeting, each month, after the reports are submitted to the District as required by Sections 2(g)(i) and 2(k)(ii).

(k) Barring Notices

- i. DCHA, on its own initiative or at the request of the District and/or MPD, shall bar individuals identified as having engaged in drug- and firearm-related criminal activities at the Properties who are not tenants or authorized occupants (i.e., identified in a lease as an authorized occupant) but are guests of tenants, authorized occupants or trespassers of the Properties for a period of up to five (5) years or until such earlier time which conform with D.C. municipal barring regulations.
- ii. DCHA shall submit copies of all served barring notices with the monthly report that DCHA is to submit to the District seven (7) days prior to the beginning of each month.
- iii. DCHA shall ensure that the armed DCHA officers and special police personnel on duty are trained to identify individuals who are the subject of barring notices, serve barring notices, and arrest (or call MPD to arrest) individuals who violate the barring notices when appropriate.
- iv. DCHA shall fully cooperate with the prosecution of criminal charges relating to activities on the Properties, including, but not limited to, providing oral or written testimony for litigation.

3. **PROPERTY WALK-THROUGHS.** Beginning within five (5) days of signing this Consent Order, DCHA staff will walk each property at least once daily, nine (9) times per week, using the checklist included in **Exhibit F** to ensure DCHA is complying with the

security requirements of Sections 2(a) through 2(g). DCHA shall maintain the checklist within an on-line application. In the case of townhomes which DCHA does not manage it will include this walk thru checklist requirement in its management agreement.

4. **VIOLENCE INTERRUPTION PROGRAM.** DCHA shall pay to the District \$500,000, made in five \$100,000 annual payments, the first to be received by January 31, 2021, and the remaining payments to be received by the 31st of January for the four ensuing years through the last payment due January 31, 2025. The payment shall be made to the Office of the Attorney General in any way and manner (e.g. check, cashier's check, direct deposit) required by the OAG. The payments will be used for violence interruption services in and around one or more of the Properties. The progress and implementation of such violence interruption program may be discussed during a requested meeting as provided under Section 2(j)(v).
5. **INSPECTION.** The District, by and through its agents, reserves the right to inspect, without notice, the exterior grounds and common areas of the Properties to confirm DCHA's compliance with the terms of this Consent Order.
6. **ENFORCEMENT OF TERMS BY OAG.** The Court retains jurisdiction over this matter in the event of default. If DCHA fails to comply with or complete the obligations set forth in Paragraphs 2 or 3 above or with this paragraph, OAG may provide written notice of such failure or deficiency ("Notice of Default") to DCHA's Executive Director and General Counsel via e-mail, and which shall provide, and must so state, that DCHA shall have fourteen (14) days to cure such failure(s) or deficiency(ies) specified in the Notice of Default. Should DCHA fail to timely complete the obligation(s) identified in the Notice of Default, OAG shall have the right to file against DCHA in the Civil Division of the Superior Court of the District of Columbia and provide a motion to show cause why DCHA should not be held in contempt of Court for violating this Consent Order. If the Court holds that DCHA is in contempt of this Consent Order, DCHA and the District agree that DCHA shall pay a \$150 per day penalty to the District for each Property which remains non-compliant following the foregoing notice of default and cure period. DCHA shall maintain the right to an evidentiary hearing on any motion to compel compliance filed by the District.
7. **TERM OF AGREEMENT.** This Consent Order shall remain in effect for five (5) years from the date of execution of this Consent Order, or for such length of time as DCHA remains the owner of the Properties, regardless of change of management of the Properties. Nothing in this Consent Order prevents the District from filing any enforcement action based on new drug- and firearm-related nuisance activity on any of the Properties. DCHA reserves all defenses to any such action.
8. **APPLICABILITY OF THIS AGREEMENT.** The obligations under this Consent Order shall only be the obligations of the Parties to this Consent Order.

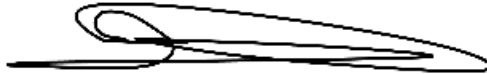
Date: September 10, 2020

Respectfully Submitted,

KARL A. RACINE
Attorney General for the District of Columbia


KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

JIMMY ROCK
Assistant Deputy Attorney General



JENNIFER L. BERGER [Bar No. 490809]
Chief, Social Justice Section
Public Advocacy Division

MONIQUE COBB [Bar. No. 1531175]
ARGATONIA WEATHERINGTON [Bar No. 1021691]
STEPHON WOODS [Bar No. 1025232]
Assistant Attorneys General
400 6th Street, NW, 10th Floor
Washington, D.C. 20001
(202) 727-1038 (phone)
Email: Jennifer.Berger@dc.gov
Attorneys for the District of Columbia


TOYJA E. KELLEY
Bar No. 482977
500 E. Pratt Street, Suite 900
Baltimore, MD 21202-3133
(410) 332-8689 (tel)
E-mail: Toyja.Kelley@saul.com

JEFFREY H. GELMAN
Bar No. 386448
(202) 295-6647 (tel)
E-mail: Jeffrey.Gelman@saul.com

IT IS SO ORDERED.


FERN FLANAGAN SADDLER
ASSOCIATE JUDGE

Date: September 22, 2020

FY 20 (FY 21 YTD) Performance Oversight Hearing Advance Questions (No. 16)
DCHA Non-Confidential Settlements
Fiscal Years 2020-2021¹

Parties	Case Name	Settlement Amount	Settlement Date	Description
Natalie Vasquez	N/A	\$5,000.00	10/17/19	Personal injury
Richard Proctor, DCHA	Richard Proctor v. DCHA, PERB Case No. 20-U-13	\$2,074.16	11/8/20	Employment dispute
Larry Haile, AFGE Local 2725, DCHA	In the Matter of AFGE Local 2725 v. DCHA	\$20,221.10	4/21/20	Employee disciplinary grievance

¹ This response does not include landlord-tenant matters involving tenants of DCHA properties, settlements that are confidential by their terms, or non-monetary settlements of administrative grievances.

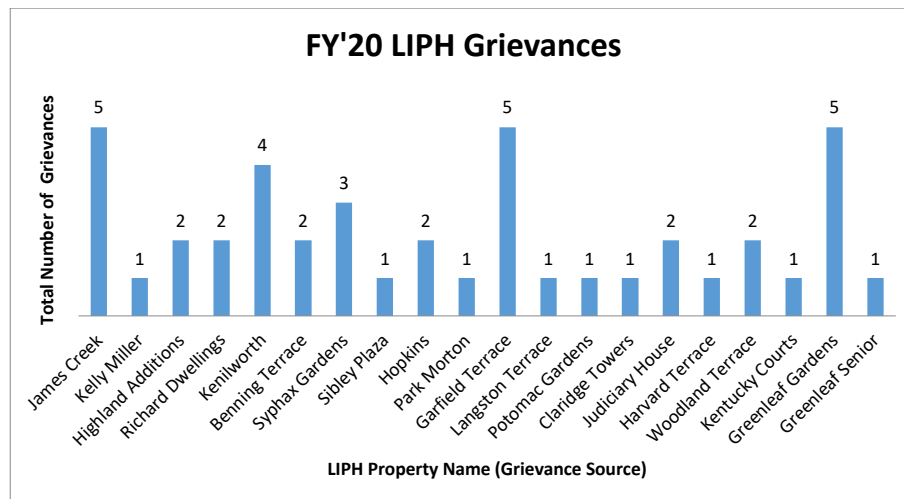
OFFICE OF FAIR HEARINGS (“OFH”) DISPOSITION OF CASES FY 2020 AND 2021.

I. Low Rent Housing Grievances

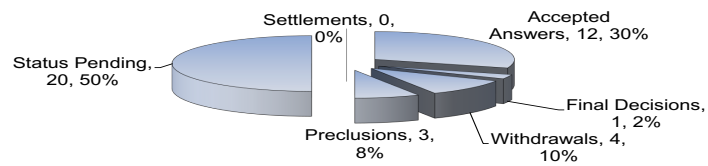
A. Introduction

The Office of Fair Hearings’ (OFH) Disposition Reports illustrates the execution of the grievance procedures in terms of procedural activities, compliance initiatives and resolving issues of implementation. In addition, these reports reflect an unwavering commitment to ensure that the Authority maintains an operationally sound grievance system and progress to higher levels of performance, resident empowerment and customer service.

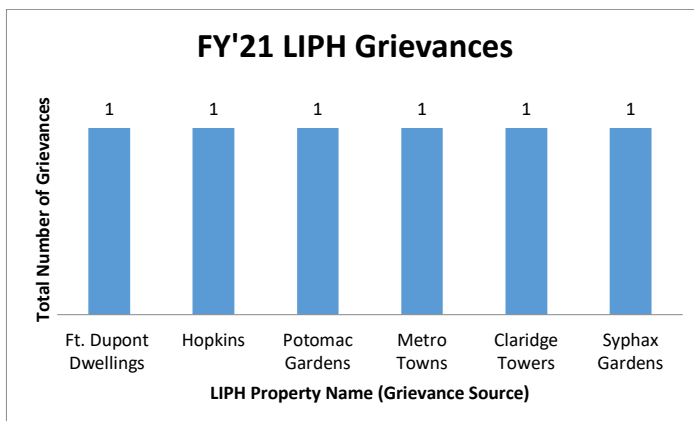
Total Number of FY’20 Grievances: 43



Disposition of Cases FY 2020



Total Number of LIPH FY'21 Grievances (As of 01.26.21): 6

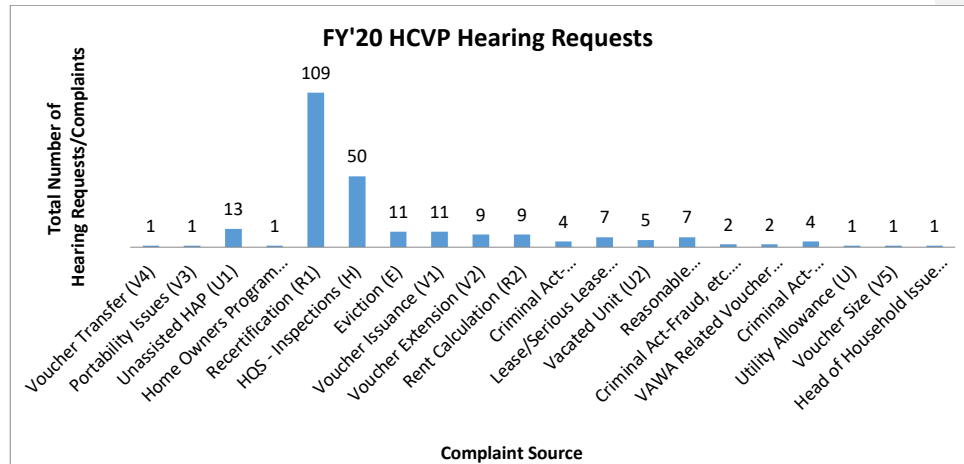


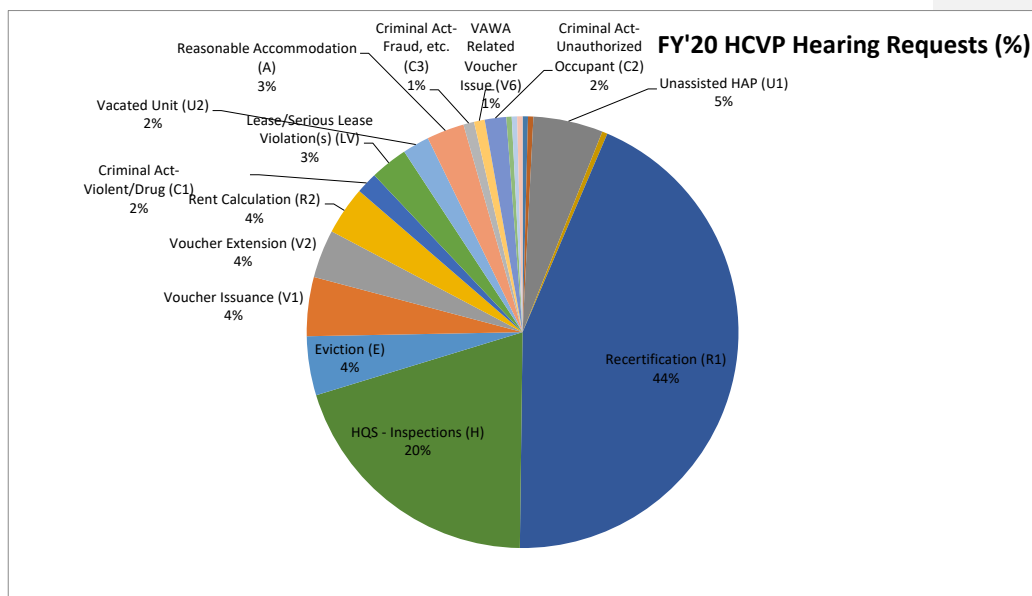
II. Housing Choice Voucher Informal Hearings

A. Introduction

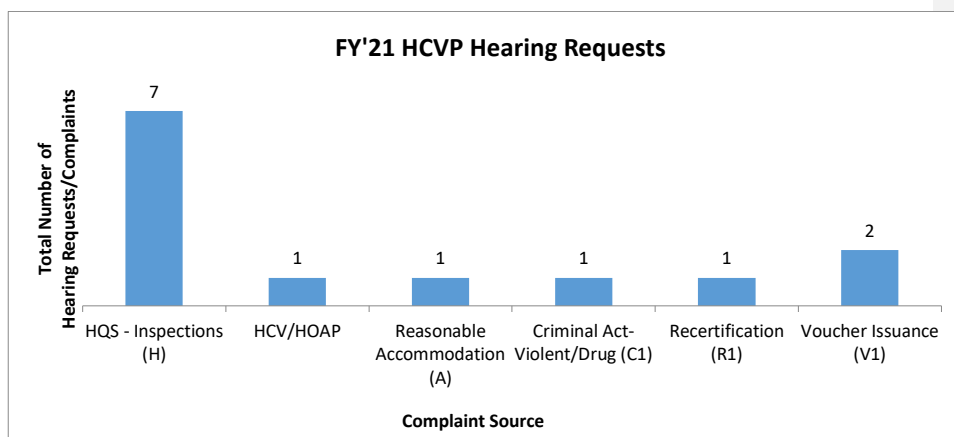
The HCVP informal hearing process has been reconstituted to rival the efficiency that has characterized the Low Rent Housing Grievance Procedures as being one of the most sophisticated and successful grievance systems among large PHAs. HCVP informal hearing process has become a function that addresses all of its clients' grievances in a fair, expeditious, and uniform manner while providing exceptional customer service.

Total Number of HCVP FY'20 Hearing Requests: 249

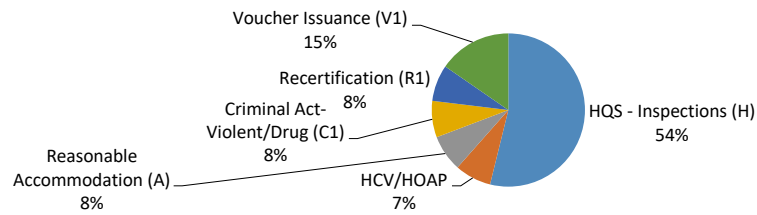




Total Number of HCVP FY'21 Hearing Requests (As of 01.26.21): 13



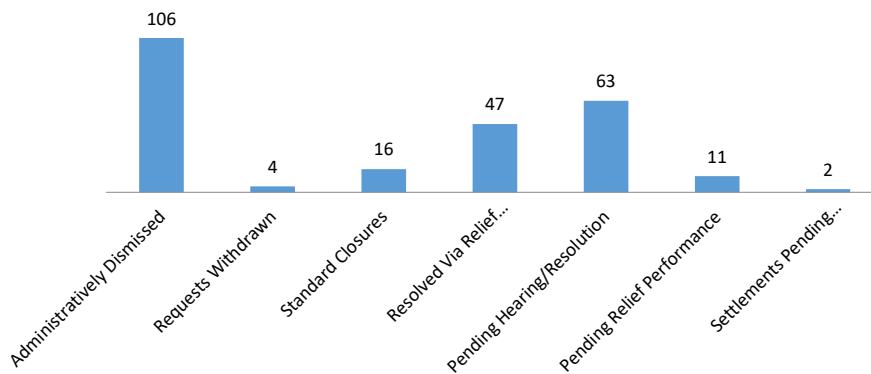
FY'21 HCVP Hearing Requests (%)

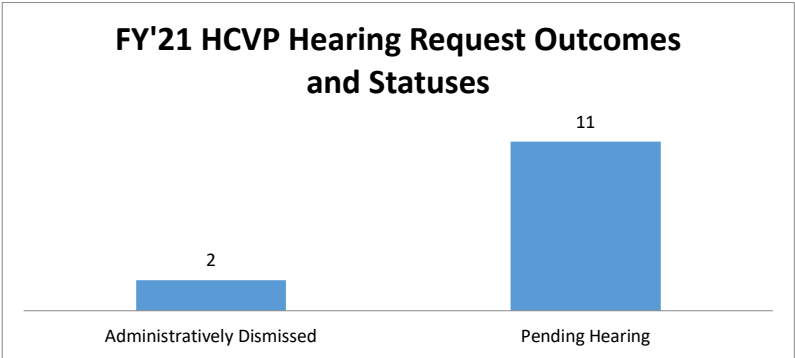


1) Top 5 Categories of LIPH Grievances and HCVP Hearing Requests – FY 2020

LIPH Grievances	HCVP Hearing Requests
1. Maintenance (10)	1. Recertification (109)
2. Rent Charge/Balance (10)	2. HQS – Violation (50)
3. Transfer (9)	3. Voucher Issuance (11)
4. RA – Disability (4)	4. Criminal Acts (8)
5. Safety/Security (4)	5. Voucher Extension (9)

FY'20 HCVP Hearing Request Outcomes and Statuses





In March, 2020, the scheduling of hearings ceased due to the Covid-19 crisis. Many matters that were previously continued due to the pandemic have been resolved thanks to the assistance of the Office of the General Counsel (OGC) and the Housing Choice Voucher Program (HCVP). Also, many new matters such as recertification related issues were resolved through HUD waivers and other matters were satisfied with through the intervention of OFH and OGC.

The Office of Fair Hearings has completed six successful beta tests of our Virtual Hearings System (VHS). Our community advocate partners participated in these tests. OFH is currently scheduling hearings to be conducted via the VHS.

III. APPLICABLE POLICIES AND PROCEDURES

DISTRICT OF COLUMBIA HOUSING AUTHORITY RESIDENT GRIEVANCES (Quick Guide)

A. The grievance procedures are contained in 14 District of Columbia Municipal Regulations (DCMR) Chapter 63. A copy of the regulations is available in each DCHA property management office. Copies are also available at the DCHA regional offices, and the central offices in the Office of Fair Hearings or the Client Placement Division. The grievance procedures apply to residents of DCHA properties and applicants to DCHA for housing.

B. If a resident believes that DCHA has taken an action or failed to take an action that adversely affects his/her rights, duties, welfare or status and you have tried unsuccessfully to resolve the issue directly with the housing manager or office involved s/he may file a grievance with the DCHA Office of Fair Hearings, 1133 N. Capitol St., NE or the management office of the property in which s/he resides within one year of the action to be grieved. For assistance call the Office of Fair Hearings at (202) 535-1245.

C. Only a public housing resident (head of household) may file a grievance. The grievance process cannot be used for the following: (1) to resolve disputes between residents not involving DCHA; (2) to bring class action grievances; (3) to resolve disputes about Notices to Vacate based on creation or maintenance of a threat to the health or safety of other residents or DCHA employees; or (4) to initiate or negotiate changes to DCHA policies. Moreover, you are not required to file a grievance to address your concerns; you may choose to resolve your dispute in court.

D. A resident who files a formal grievance has the right to a private hearing, unless the complainant requests a public hearing. The hearing will be in front of an impartial, disinterested licensed attorney assigned at random by DCHA. The grievance procedures can be divided as follows: (1) the informal settlement stage; (2) the formal hearing stage; (3) the hearing decision stage; and (4) the relief performance stage.

E. A resident who files a grievance may be represented by an attorney or other individual selected by the complainant and may examine documents, records and regulations of DCHA. DCHA will copy up to fifty pages of requested information at no charge. Thereafter, the cost is thirty-five (35) cents per page.

**DISTRICT OF COLUMBIA HOUSING AUTHORITY
OFFICE OF FAIR HEARINGS
HOUSING CHOICE VOUCHER PROGRAM
HEARING REQUEST (QUICK GUIDE)**

A. The Office of Fair Hearings (OFH) is responsible for ensuring those grievances of the Housing Choice Voucher Program (HCVP) participants and applicants are addressed in a fair, expeditious and uniform manner. OFH is responsible for conducting and holding conciliatory meetings with HCVP participants and program officials, conducting Settlement Conferences, holding Informal Hearings as required in accordance with applicable laws and regulations. Further, OFH ensures compliance with Settlement Agreements and Informal Hearing Final Decisions.

B. HCVP Participants/Applicants may request an Informal Hearing, in writing, email or fax to resolve his/her disagreement within 35 days after notice of HCVP's intent to including but, not limited to:

- Deny issuance of a Housing Choice Voucher;
- Deny continued participation in the Housing Choice Voucher or Moderate Rehabilitation Program;
- Change the families' annual or adjusted income and the computation of the Housing Assistance Payment (HAP);
- Approve or deny an extension or suspension of a voucher term; and
- Deny a request for a reasonable accommodation.

C. A Participant can only request a Good Cause Hearing if the participant has been terminated from the HCVP:

- Participant may only request a Good Cause Hearing within 60 calendar days of the date of the termination notice for End of Participation (EOP);
- Participants are precluded from requesting a hearing if filed after 35 days of HCVP's notice of Recommendation for Termination (RFT);
- Participant must show Good Cause for filing a late hearing request; and
- If the participant demonstrates Good Cause the matter is then scheduled for a merit Hearing.

Note: Requests for Informal Hearings or an extension of time must be reduced to writing and either mailed or delivered to DCHA Office of Fair Hearings, 1133 North Capitol St., NE, Suite 317, Washington, DC 20002, within the allotted 35-day time frame.

D. No action on any matter listed in (B.) above shall be taken at least until such time as the 35-day period for requesting an informal hearing has expired. Also, no action shall be taken on the matter for which the Informal Hearing was requested is held. In addition, no action shall be taken on the matter until the 15-day time limit for an appeal of the initial decision has expired or a final determination is made.

E. OFH will issue notice of the scheduled informal hearing within 15-days of receipt of the complainant's request. Participants/Applicants will have the opportunity to review all documents that HCVP intends to introduce at the informal hearing, if requested at least 3-days prior to the hearing.

F. The assigned Hearing Officer will issue a (proposed) decision within 14 - days following the informal hearing or closure of hearing record, if applicable. Either party may request reconsideration of the Hearing Officer's decision by the Executive Director within 10 working days after the postmark on the proposed decision. In lieu of any requests the proposed decision becomes final routinely.

G. A Final Decision will be issued by the Executive Director within 15 - days after the receipt of a request for reconsideration. A Final Decision which requires the performance of a relief will be implemented within 30 -days following the issuance of the Final Decision unless otherwise stipulated in the decision.

Office of Fair Hearings (“OFH”)

Procedural Guidelines for Virtual Hearings

Virtual Hearing Platform

1. The District of Columbia Housing Authority’s Office of Fair Hearings uses Cisco WebEx for virtual hearings.
2. Virtual hearings require access to internet and access to a smartphone, tablet, laptop, or desktop.
3. Cisco WebEx is audio/ visual enabled, allowing all participants to hear and see each other while on the call.
4. For security purposes, all virtual participants must use one device that is both video and audio enabled.
5. The virtual hearing is scheduled by Office of Fair Hearings staff.
6. If a party experiences technological issues that prevent the completion of a hearing, a continuance will be granted at the discretion of the Hearing Officer.
7. Any security issues or other irregularities perceived by the Hearing Officer will be cause for a continuance at the discretion of the Hearing Officer.

Scheduling and Issuing Informal Hearing and Good Cause Hearing Notification Letter

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1. The Office of Fair Hearings shall mail and email a letter notifying the participant of the date and time of the Hearing within fifteen (15) calendar days of the postmark date of the hearing request if the hearing request is mailed to the Office of Fair Hearings, or within fifteen (15) calendar days of the receipt if the hearing request is hand-delivered to the Office of Fair Hearings.
2. The Office of Fair Hearings notification letter shall also be mailed to any representative of the participant who is identified by name and address on the request for the Hearing or who has entered his or her appearance since then.
3. The Office of Fair Hearings shall deliver a letter notifying the DCHA Office of General Counsel of the date and time of the Hearing within fifteen (15) calendar days of the postmark date of the hearing request.
4. The date of the hearing shall be no sooner than fifteen (15) calendar days and no later than thirty (30) calendar days after the postmark date of the Office of Fair Hearings letter notifying the participant of the date and time of the Hearing.

Preconference Preparations

1. All participants must complete the Pre-Virtual Hearing Participant Questionnaire to ensure that the virtual hearing experience is organized, efficient, and thorough.

2. All parties and their legal representatives will receive hearing date and time information via email and mail prior to the hearing. All parties and their legal representatives will receive call in information (how to access Cisco Web and meeting specifics) via email and mail prior to the hearing.
3. As a courtesy to hearing participants, Office of Fair Hearings staff members are available to assist individuals who wish to test their internet connectivity prior to the hearing. Requests for a prehearing briefing can be made via email to hearings@dchousing.org. Internet connectivity testing is optional. However, smartphone users are strongly encouraged to request a prehearing briefing to ensure that there are no technological issues. Any unresolvable technology issues that are experienced during the virtual hearing can be remedied with the issuance of a continuance if such is required to ensure due process. The issuance of a continuance is made at the discretion of the Hearing Officer.

Submission of Complainant's Documents

1. Complainant's documents/ exhibits must be submitted to OFH at least 3 business days prior to the hearing via email at hearings@dchousing.org unless the Hearing Officer determines there is good cause for late submission.
2. The complainant's documents/ exhibits will be sent to DCHA's OGC from the Office of Fair Hearings via email the same business day unless the Hearing Officer determines there is good cause for late submission.

Submission of DCHA's Documents

1. The participant has the right to view, or have their counsel or other representative view, subject to a timely request under DCMR § 8903.4 any documents in the participant's file, or any evidence in the possession of DCHA, upon which DCHA based the proposed action, inaction or determination, or that DCHA intends to rely on at the Hearing.
2. Upon request by a participant or its representative to review and/or copy any documents in the participant's file, DCHA shall make such documents available to the participant, or its representative for review and/or copying either within twenty-one (21) calendar days of the request or seven (7) calendar days prior to the Informal Hearing date, whichever is sooner.
3. Any documents/exhibits that OGC wishes to provide the hearing officer must be submitted via email at hearings@dchousing.org at least one business day prior to hearing. OFH will submit the document to the hearing officer.
4. Any copies that OGC wishes to provide to opposing counsel and/or the participant must be emailed directly to opposing counsel in compliance with Section 8903.4 of the DCMR. All documents sent to the complainant and their counsel must be copied to OFH within

the same email at hearings@dchousing.org.

Privacy

1. The Hearing Officer will request that all hearing participants identify themselves.
2. Participants should participate in the call in a private area, free from excessive noise or disruptions.
3. If a substantial disruption occurs during the virtual hearing, the matter may be continued at the discretion of the Hearing Officer to ensure due process.

Transcripts

1. Complainants may request a transcript of the proceedings at their own expense. Should a complainant request a transcript, the Office of Fair Hearings will arrange for a transcript using DCHA's contracted vendor.



District of Columbia Housing Authority

1133 North Capitol Street, NE Washington, DC 20002-7599

202-535-1000

Tyrone Garrett, Executive Director

DISTRICT OF COLUMBIA HOUSING AUTHORITY SEXUAL HARASSMENT POLICY

I. Policy

- A.** DCHA strongly opposes sexual harassment in the workplace and has established reporting procedures for complaints. Sexual harassment of employees or residents whether verbal, physical or graphic is unacceptable and will not be tolerated. Supervisors must take action when apprised of questionable social-sexual activity in the workplace by counseling or if necessary, disciplining the person exhibiting the behavior(s).
- B.** Sexual harassment is a form of sex discrimination, and is an unlawful employment practice under Title VII of the Civil Rights Act of 1964 and the District of Columbia Human Rights Act of 1977, as amended.
- C.** Sexual harassment may include but is not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
 - 2. submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; and
 - 3. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include, but is not limited to, verbal conduct with sexual overtones, subtle pressure for sexual activity, patting or pinching, brushing up against another employee's body and demands for sexual favors.
- D.** No complainant will be harassed, discharged, or retaliated against for the filing of a sexual harassment complaint.
- E.** A finding by DCHA supporting the sexual harassment allegation will result in disciplinary action.

Effective October 22, 2013

- F. The complainant may file a complaint with the Agency Equal Employment Opportunity (“EEO”) Officer, the Office of Human Rights and/or the U.S. Equal Employment Opportunity Commission.

II. Complaint Process

- A. The EEO Officer is the deciding official in the sexual harassment complaint process. The EEO Officer shall investigate all complaints of sexual harassment.
- B. DCHA encourages the prompt reporting of complaints.
- C. Employees who experience sexual harassment should immediately notify their immediate supervisor. Employees who are not comfortable reporting incidents of sexual harassment to their immediate supervisor may notify the Department Director, the EEO Officer, or the Director of Human Resources.
- D. All verbal reports of sexual harassment must be reduced to writing by either the complainant or the individual(s) designated to receive the complaint and must be signed by the complainant.
- E. All information regarding a complaint is usually confidential. However, some information may be shared on a need to know basis. For example, the alleged harasser has a right to be told of the specific allegations made against him or her.
- F. Supervisors can provide reasonable assurance only and cannot enter in to a private agreement with an employee to keep a matter confidential and not act on it.

III. DCHA EEO Officer Contact Information:

Ronnie Thaxton, DCHA EEO Officer
DCHA Office of Human Resources
1133 North Capitol Street, NE
Suite 222
Washington, DC 20002
(202)535-1618
rthaxton@dchousing.org

Effective October 22, 2013

**District of Columbia Housing Authority
Procedures for Reporting Claims of Sexual Harassment**

Employee Process

I. Purpose

The purpose of this document is to set forth the procedures for reporting and investigating allegations of sexual harassment involving District of Columbia Housing Authority (DCHA) personnel, applicants, participants, residents and members of the general public.

II. Procedures

All complaints of sexual harassment reported to the DCHA shall be acknowledged and promptly investigated in accordance with these procedures and within the specified timeframe as outlined in Section IV.

III. Complaints

Any DCHA employee, resident, applicant or participant who believes he or she has been the victim of sexual harassment, as defined by the DCHA Sexual Harassment Policy, may bring the complaint to the attention of any manager/supervisor employed by the by DCHA.

IV. Processing Claims

Step 1:

Upon receipt of a claim, the manager/supervisor shall immediately notify the DCHA Human Resources (HR) Department.

Step 2:

The HR Department shall immediately record the allegation(s) and notify the Office of the Executive Director.

Step 3:

No later than two (2) business days after receipt of the complaint, the HR Department will determine which DCHA department is best suited to investigate the allegation(s).

Step 4:

Within three (3) business days after receiving the complaint, the HR Department will either commence an investigation into the allegation(s) *or* notify the appropriate DCHA department of the complaint and request that the Department immediately initiate an investigation into the allegation(s).

Step 5:

No later than thirty (30) calendar days after receipt of a notice to investigate, the Department conducting the investigation shall submit a written investigative report to the HR Department.

Step 6:

Within five (5) calendar days after receipt of the written investigative report, the HR Department shall take one of the following actions:

- (1) Review the investigative report against applicable laws, policies, and any applicable collective bargaining agreement, determine if disciplinary action should be taken against the alleged harasser, engage the Office of the General Counsel regarding any proposed disciplinary action;
- (2) Serve the disciplinary action, including notifying the Union, if applicable;
- (3) If the investigation is determined to be without merit, the HR Department will issue an Exit Letter to the employee, including advising the employee of other processes or services to address the employee's concern; or
- (4) When it is determined that no disciplinary action should be taken against the accused employee, the HR Department shall inform the employee that the investigation is closed.

Step 7:

Within one (1) business day of notifying the complainant and the employee against whom the allegations were made, the HR Department shall close the matter.

**District of Columbia Housing Authority
Procedures for Reporting Claims of Sexual Harassment**

Non-Employee Process

I. Purpose

The purpose of this document is to set forth the procedures for reporting and investigating allegations of sexual harassment involving District of Columbia Housing Authority (DCHA) personnel, applicants, participants, residents, and members of the general public.

II. Procedures

All complaints of sexual harassment reported to the DCHA shall be acknowledged and promptly investigated in accordance with these procedures and within the specified timeframe as outlined in Section IV.

III. Complaints

Any DCHA employee, resident, applicant or participant who believes he or she has been the victim of sexual harassment, as defined by the DCHA Sexual Harassment Policy, may bring the complaint to the attention of any manager/supervisor employed by the by DCHA.

IV. Processing Complaints

Step 1:

Upon receipt of a claim, the manager/supervisor shall immediately notify the DCHA Human Resources (HR) Department.

Step 2:

The HR Department shall immediately record the allegation(s) and notify the Office of the Executive Director.

Step 3:

No later than two (2) business days after receipt of the complaint, the HR Department will determine which DCHA department is best suited to investigate the allegation(s) against the alleged offender.

Step 4:

Within three (3) business days after receiving the complaint, the HR Department will notify the appropriate DCHA department of the complaint and request that the Department immediately initiate an investigation into the allegation(s).

Step 5:

No later than thirty (30) calendar days after receipt of a notice to investigate, the Department conducting the investigation shall submit the written investigative report to the HR Department.

Step 6:

Within one (1) business day after receiving the written investigative report, the HR Department shall transmit the report to the Office of the General Counsel to determine what action, if any, should be taken.

Step 7:

Within five (5) business days after receiving the written investigative report, the Office of the General Counsel shall determine what action(s), if any, should be taken.

Step 8:

Within two (2) business days of determining what action(s) should be taken, the Office of the General Counsel shall notify the HR Department, in writing, of its recommendation(s) for handling the matter.

Step 9:

Within one (1) business day after receipt of the Office of the General Counsel's recommendation, the HR Department shall notify the Office of the Executive Director of the Office of the General Counsel's recommendation(s). The Office of the Executive Director will decide the appropriate manner to address the Office of the General Counsel's recommendation(s).

Step 10:

Within one (1) day of receiving notice of the Office of the Executive Director's decision, the HR Department shall notify the complainant and the DCHA employee receiving the complaint how the matter will be handled moving forward and that the complaint is closed.

**District of Columbia Housing Authority
Sexual Harassment Claim Table
FY2020 – FY2021
RESPONSE TO QUESTION 18**

Year	Employee Allegations Made Against	Allegation	Investigation Conducted by:	Outcome
2021	Laborer	In October 2020, employee complained of inappropriate comments of sexual nature made by Laborer	DCHA Human Resources Department	Employee transferred; Disciplinary Action pending;
2020	Housing Inspector	February 2020; Section 8 household member alleged that the employee inappropriately entered her bedroom and observed her naked as she slept in her bed and awoke to him looking at her	DCHA Human Resources Department	Matter closed; the complainant's allegations could not be substantiated.
2019	Supervisor	October 2019; Former HCVP employee alleged that Supervisor inappropriately touched her (hug) in the workplace.	DCHA Human Resources Department	Matter closed; the complainant's allegations could not be substantiated.

Date	Project	Department	Purpose	Distribution
10/1/19	Board of Commissioners' Meeting Flyers Oct 15, 2019	Board of Commissioners	Announcement	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
10/1/19	DCHA 28 Inch Logo Podium	Office of the Executive Director	Podium logo	Printed
10/1/19	DCHA Special Meeting Flyer Family Garfield Terrace	Office of Property Management/Office of	Announcement	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
10/1/19	DCHA Special Meeting Flyer Garfield Seniors	Capitol Programs	Announcement	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
10/3/19	DCHA Special Meeting Flyer Judiciary House Oct 9		Announcement	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
10/4/19	DC Community Development Week Handbills	Office of Customer Engagement	Internal	Printed
10/4/19	DCHA Fall Career Fair Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Social Media (Instagram, Twitter, Facebook)
10/10/19	DCHA STEM Program Flyer	Office of Resident Services	Promotion of Event	Printed, Lobby Screen
10/11/19	DCHA Open Enrollment Flyer	Office of Human Resources	Internal	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/12/19	DCHA Special Resident Meeting LeDroit	OPM/OCF	Announcement	Printed and Distributed Online
10/12/19	Gift of Love Flyer Kenilworth Courts Flyer	Office of Customer Engagement	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/12/19	Gift of Love Flyer Langston Dwellings Flyer	Office of Customer Engagement	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/12/19	Gift of Love Flyer Lincoln Heights Flyer	Office of Customer Engagement	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/12/19	Gift of Love Flyer Stoddard Terrace Flyer	Office of Customer Engagement	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/16/19	Sherwin Williams Painters Course Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/22/19	DCHA Food Handler's Certification Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
10/28/19	DCHA Special Meeting Flyer Stoddert Ft Dupont	PMO/OCF	Announcement	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
10/29/19	DCHA Special Meeting Flyer Judiciary House Nov 6	PMO/OCF	Announcement	Printed
11/4/19	DCHA Fam Self Sufficiency Flyer	Office of Resident Services	Promotion of Program	Printed
11/13/19	DCHA AAREP Gala Flyer	Office of Customer Engagement	Promotion of Event	Printed
11/14/19	School For Progress Class of 2019 Brochure	Office of Customer Engagement	Promotion of Program	Printed
11/15/19	Census Bureau Worker Envision Center Lobby Screen	D.C. Census	Workforce Development	Lobby Screen
11/18/19	Board of Commissioners' Meeting Cancel Flyers	Board of Commissioners	Announcement	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
11/18/19	DCHA Thanksgiving Holiday Sign	Office of Customer Engagement	Internal	Lobby Screen, Social Media
11/21/19	BoD Meetings Dec 2019 Lobby Screen		Internal	Lobby Screen
11/21/19	DCHA Late Fees Flyer	Finance	Announcement	Printed
11/22/19	DCHA Happy Thanksgiving Postcard	Office of Resident Services	Announcement	Printed
11/25/19	DCHA Greenleaf Gardens Flyer	Office of Capitol Programs	Announcement	Printed
11/26/19	DCHA OAC Banner 24x72	OAC	Internal	Printed
12/4/19	ORS FSS Certificates 1-15	Office of Resident Services	Promotion of Program	Printed
12/6/19	Digital Literacy Course	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/6/19	Hospitality and Tourism Food Service Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/6/19	Leasing for Property Management Office Flyer	Property Management Operations	Announcement	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/6/19	ORS First Aid CPR Training MAR 2020 Flyer	Office of Resident Services	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/9/19	Commissioner Parking Pass	Board of Commissioners	Internal	Printed
12/9/19	Gift of Love Flyer Potomac Gardens	ORS/OCE	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/9/19	Gift of Love Flyer Southwest Properties	ORS/OCE	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/9/19	Gift of Love Flyer Southwest Properties	ORS/OCE	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/13/19	Math and Language Skills Flyer	Office of Resident Services	Promotion of Program	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/13/19	Medical Office Admin Professional Course Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/13/19	ORS First Aid CPR Training JAN 2020 Flyer	Office of Resident Services	Promotion of Program	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/16/19	DCHA Offsite Meeting Sign	Board of Commissioners	Announcement	Lobby Screen, Social Media
12/17/19	DCHA Youth Programs Flyer	Office of Resident Services	Promotion of Program	Printed
12/18/19	Sibley Plaza Christmas Party Flyer	Office of Resident Services	Promotion of Event	Printed
12/20/19	James Apartment Dinner Party Flyer	Office of Resident Services	Promotion of Event	Printed
12/20/19	Christmas Holiday Closure	Office of the Executive Director	Office Notification	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
12/20/19	Highland Dwellings Self-Sufficiency Workshop Flyer	Office of Resident Services	Promotion of Event	Printed
12/31/19	DCHA Jar Opener	Office of Public Safety	Safety Promotion	Printed and Distributed
1/3/20	Board of Commissioners' Monthly Meeting 08APR20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 08JUL20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 09DEC20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 09SEP20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 10JUN20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 11MAR20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 12FEB20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 12NOV20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 13MAY20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Board of Commissioners' Monthly Meeting 14OCT20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/3/20	Workforce Talent Acquisition Flyer	Office of Human Resources	Job Access and Promotion	Printed
1/4/20	Healthy Homes Kelly Miller Walk-Ups 13x19 Poster	Office of the Executive Director	Promotion of Service	Printed
1/6/20	DCHA Youth Mentorship Flyer	Office of Resident Services	Promotion of Program	Printed, Social Media (Instagram, Twitter, Facebook)
1/7/20	DCHA Snow Closure Signage	Office of Public Affairs & Communication	Office Notification	Printed, Lobby Screen
1/8/20	DCHA Season of Giving Coat Giveaway Flyer	OCE/ORS	Promotion of Event	Printed and Distributed Online
1/8/20	Healthy Homes Carroll Apartments 13x19 Poster	Office of the Executive Director	Promotion of Service	Printed
1/10/20	Wharf Job Fair Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
1/13/20	Highland Dwellings Youth Engagement Flyer	Office of Resident Services	Promotion of Program	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
1/14/20	Board of Commissioners' Emergency Meeting 16JAN20 Sign	Board of Commissioners	Announcement	Printed, Lobby Screen
1/17/20	Census Application Session 2020 Flyer	Office of Resident Services	Workforce Development	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
1/22/20	DCHA OPS Job Fair Flyer	Office of Public Safety	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
1/27/20	Food Handlers Certification 2020 Flyer	Office of Resident Services	Workforce Development	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
1/28/20	Summer Youth Employment Flyer	Office of Resident Services	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
1/30/20	HCVP Meet and Lease Client APR_20 Postcard	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
1/30/20	HCVP Meet and Lease Client FEB_20 Postcard	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
1/30/20	HCVP Meet and Lease Client JUN_20 Postcard	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
1/30/20	HCVP Meet and Lease Client MAR_20 Postcard	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
1/30/20	HCVP Meet and Lease Client MAY_20 Postcard	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
1/30/20	HCVP Meet and Lease Landlord JUN_20 Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
2/3/20	DCHA Business Card Front and Back	Office of Public Affairs & Communication	Internal	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
2/3/20	ORS Black History Event Flyer	Office of Resident Services	Promotion of Event	Printed, Lobby Screen
2/3/20	ORS Tax Preparation Clinic Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed
2/3/20	Ross Grant Importance of Life Insurance Benning Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed
2/3/20	Ross Grant Importance of Life Insurance Highland Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed
2/4/20	Healthy Homes LeDroit Low-Rise 13x19 Poster	Office of the Executive Director	Promotion of Service	Printed
2/11/20	DCHA Bifold Program	Office of Customer Engagement	Promotion of Event	Printed
2/11/20	Youth Programs Rack Card	Office of Resident Services	Announcement	Printed and Distributed
2/18/20	DCHA Community Meeting Flyers	Property Management Operations	Announcement	Printed
2/19/20	Ross Grant Self Sufficiency Flyer	Office of Resident Services	Promotion of Program	Printed and Distributed
2/21/20	DCHA MATP July 2020 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed
2/21/20	DCHA WIPS / RENTCafe Poster	Office of Property Management	Announcement	Printed and Distributed
2/24/20	DCHA Douglass Reopening Flyer	Office of Resident Services	Promotion of Event	
2/25/20	DCHA Lease Compliance Workshop Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
2/26/20	DCHA MATP March 2020 Flyer	Office of Resident Services	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
2/27/20	DCHA Clothing Drive	Workforce Development Initiative Team	Internal	Printed and Distributed
2/27/20	HCVP Good Neighbor Workshop Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
3/2/20	Metro Access Information Session Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed
3/4/20	Coronavirus Letter to Residents	Office of the Executive Director	Announcement	Printed and Distributed
3/4/20	HVAC Career Information Session Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
3/4/20	ORS Computer Classes Flyer	Office of Resident Services	Workforce Development	Printed and Distributed
3/4/20	Park Morton City Tour April 2020 Flyer	Housing Choice Voucher Program	Promotion of Event	Printed, Distributed, Lobby Screen
3/4/20	Park Morton City Tour March 2020 Flyer	Housing Choice Voucher Program	Promotion of Event	Printed, Distributed, Lobby Screen
3/4/20	Park Morton City Tour May 2020 Flyer	Housing Choice Voucher Program	Promotion of Event	Printed, Distributed, Lobby Screen
3/4/20	Protect Yourself and Family COVID19 Lobby Screen	Office of the Executive Director	Announcement	Lobby Screen
3/5/20	Property Maintenance Career Fair Flyer	Office of Human Resources	Job Access and Promotion	Printed and Distributed
3/6/20	HCVP Participants Meeting Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
3/10/20	Coronavirus Tips Lobbyscreen	Office of the Executive Director	Announcement	Lobby Screen
3/12/20	Board of Commissioners' Emergency Meeting March16	Board of Commissioners	Announcement	Lobby Screen
3/13/20	DCHA COVID-19 Essential Visitors	Office of the Executive Director	Announcement	Social Media (Instagram, Twitter, Facebook)
3/13/20	DCHA COVID-19 Senior Visitor Policy Posters	Office of the Executive Director	Announcement	Printed
3/17/20	COVID-19 Website Graphics	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
3/17/20	DCHA COVID-19 General Questions Graphic	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
3/17/20	DCHA COVID-19 List No 2 Work Orders Graphic	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
3/17/20	DCHA COVID-19 List No 3 General Inquiries Graphic	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
3/17/20	DCHA COVID-19 List No 4 Flatten the Curve Graphic	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
3/18/20	DCHA COVID-19 Operating Status Status	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
3/27/20	DCHA COVID-19 Playground Sign	Office of Public Affairs & Communication	Announcement	Printed

4/1/20	DCHA Details Newsletter April 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
4/21/20	DCHA COVID-19 Good Neighbors Door Hanger_Non-Senior	Office of Public Affairs & Communication	Announcement	Printed and Distributed
4/21/20	DCHA COVID-19 Good Neighbors Door Hanger_Senior	Office of Public Affairs & Communication	Announcement	Printed and Distributed
4/24/20	Resident Council Guide to Financial Empowerment	Office of Audit & Compliance	Promotion of Service	Printed and Distributed Internally
4/24/20	Virtual Job Fair	Office of Resident Services	Workforce Development	Printed and Distributed
5/1/20	DCHA Details Newsletter May 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
5/8/20	Coronavirus Information Poster 24 x 36	Office of Public Affairs & Communication	Announcement	Printed and Distributed
5/13/20	HCV People Banner Letterhead	Housing Choice Voucher Program	Letterhead	Printed and Distributed Internally
5/22/20	DCHA COVID-19 Coronavirus Signs: 2A Social Distancing	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Clean Hands with Sanitizer	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Do Not Enter	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Fever Free Building	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Hand Washing Steps- Illustration	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Stairway Down Directional Only	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Stairway Left Directional Only	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Stairway Right Directional Only	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHA COVID-19 Coronavirus Signs: Stairway Up Directional Only	Office of Administrative Services	Announcement	Printed and Distributed
5/22/20	DCHACares Social Media Images: Yellow, White, Tan, Lt Blue, Dk Blue	Office of Public Affairs & Communication	Announcement	Social Media (Instagram, Twitter, Facebook)
5/27/20	DCHA COVID-19 Signs: 2C Remove Gloves	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Motor Pool Entrance	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Motor Pool Exit	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Occupancy Standards 18x24	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Original Combo Main Sign 24x36	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Stop The Germ Spread	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: We're In This Together	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Wear Face Covering Long Hair Woman White Mask	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Wear Face Covering Short Curly Hair Woman Black Mask	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Wear Face Covering-Curly Hair Man White Mask 7	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Wear Face Covering-Flat Hair Man Black Mask 1	Office of Administrative Services	Announcement	Printed and Distributed
5/27/20	DCHA COVID-19 Signs: Wear Face Covering-Short Spiked Hair Man Black Mask 3	Office of Administrative Services	Announcement	Printed and Distributed
5/28/20	DCHA COVID-19 Floor Sticker	Office of Administrative Services	Announcement	Printed and Distributed Internally
5/28/20	DCHA Customer Solutions Center Kiosk Signs: Backlit Sign	Property Management Operations	Promotion of Service	Internal Display
5/28/20	DCHA Customer Solutions Center Kiosk Signs: Red Kiosk Sign	Property Management Operations	Promotion of Service	Internal Display
5/29/20	Resources & Referrals Workshop June 2020 Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
6/1/20	DCHA Details Newsletter June 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
6/2/20	HCVF Commissioner Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
6/4/20	Lunch and Learn HCVF Commissioner Flyer June 2020	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
6/4/20	Return to Capper PostCard	Housing Choice Voucher Program	Promotion of Event	Printed and Mailed
6/4/20	Were In This Together Postcard	Office of Public Affairs & Communication	Announcement	Printed and Mailed
6/8/20	New COVID-19 Poster Elevator	Office of Administrative Services	Announcement	Printed and Distributed
6/8/20	New COVID-19 Poster Social Distancing	Office of Administrative Services	Announcement	Printed and Distributed
6/15/20	Rent Cafe 11x17 Poster Blue Duotone Older Female.pdf	Property Management Operations	Promotion of Event	Printed and Distributed
6/15/20	Rent Cafe 11x17 Poster Blue Duotone Poster_Male	Property Management Operations	Promotion of Event	Printed and Distributed
6/16/20	DCHA Commitment to Excellence 2020 CESP Application Flyer	Office of Resident Services	Promotion of Program	Printed and Distributed Online
6/23/20	ORS PPC Meeting June 2020.pdf	Office of Resident Services	Promotion of Event	Printed and Distributed
6/26/20	What Home Means to Me Poster Contest	Office of Resident Services	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
7/1/20	DCHA Details Newsletter July 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
7/1/20	Mayor Marian Barry Summer Youth Emp Prog	Office of Human Resources	Promotion of Program	Social Media (Instagram, Twitter, Facebook)
7/2/20	Fourth of July Lobby Display	Office of Customer Engagement	Internal	Lobby Screen
7/3/20	DCHousing Special Resident Meeting Flyer_FortDupontAddition	PMO/OCF	Announcement	Printed and Distributed Online
7/3/20	DCHousing Special Resident Meeting Flyer_Judiciary House	PMO/OCF	Announcement	Printed and Distributed Online
7/3/20	DCHousing Special Resident Meeting Flyer_Langston Additions	PMO/OCF	Announcement	Printed and Distributed Online
7/3/20	DCHousing Special Resident Meeting Flyer_StoddertTerrace	PMO/OCF	Announcement	Printed and Distributed Online
7/3/20	DCHousing Special Resident Meeting Flyer_Woodland Terrace	PMO/OCF	Announcement	Printed and Distributed Online
7/6/20	HCVF Homeownership Symposium: Pathway to Homeownership Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
7/6/20	Homeownership Symposium Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
7/9/20	Customer Solutions Center Justified Dark Flyer	Property Management Operations	Promotion of Service	Printed and Distributed
7/9/20	DCHA Special Resident Meeting Greenleaf Additions	PMO/OCF	Announcement	Printed and Distributed Online
7/10/20	3cs Palm Card	Property Management Operations	Promotion of Service	Printed and Mailed
7/15/20	Fair Housing Unit Search Etiquette Flyer	Housing Choice Voucher Program	Promotion of Service	Printed and Distributed Online
7/15/20	Rent Reporting and Credit Building: Get Credit for Paying Rent Poster 18x24_DO	Office of Resident Services	Promotion of Service	Printed and Distributed
7/15/20	Rent Reporting and Credit Building: Good Credit is an Asset Flyer	Office of Resident Services	Promotion of Service	Printed and Distributed
7/15/20	Rent Reporting and Credit Building: Pay Rent Online Credit Flyer	Office of Resident Services	Promotion of Service	Printed and Distributed
7/15/20	Rent Reporting and Credit Building: Power of Rent Reporting Flyer	Office of Resident Services	Promotion of Service	Printed and Distributed
7/15/20	Rent Reporting and Credit Building: Rent Reporting Credit Building Flyer	Office of Resident Services	Promotion of Service	Printed and Distributed
7/15/20	Rent Reporting and Credit Building: Resident Enrollment Checklist	Office of Resident Services	Promotion of Service	Printed and Distributed
7/29/20	Rent Reporting Postcard: Good Credit is an Asset Postcard	Office of Resident Services	Promotion of Service	Printed and Mailed
7/29/20	Rent Reporting Postcard: Pay Rent Online Postcard	Office of Resident Services	Promotion of Service	Printed and Mailed
7/29/20	Rent Reporting Postcard: Power of Rent Reporting Postcard	Office of Resident Services	Promotion of Service	Printed and Mailed
8/1/20	DCHA Details Newsletter August 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
8/4/20	HCVF Homeownership Symposium: HCVF Resident Right to Return Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
8/6/20	DCHA Virtual 5k (Poster, Hat, Tee, Shirts)	Office of Customer Engagement	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
8/13/20	DCHA Special Resident Meeting_Kelly Miller AUG2020 Flyer	PMO/OCF	Announcement	Printed and Distributed Online
8/13/20	DCHA Special Resident Meeting_LeDroit AUG2020 Flyer	PMO/OCF	Announcement	Printed and Distributed Online
8/14/20	ORS Small Business Administration Day Poster	Office of Resident Services	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
8/17/20	DCHA COVID-19 Power of Social Distancing Flyer	Property Management Operations	Announcement	Printed, Distributed, Lobby Screen
8/17/20	DCHA Landlord Briefing AUG 2020-01 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
8/17/20	DCHA Landlord Briefing AUG 2020-02 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
8/17/20	DCHA Landlord Briefing v2 AUG 2020-02 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
8/17/20	HCVF Landlord Briefing 16JULY20 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
8/21/20	DCHA_Woebot Poster	Office of Human Resources	Promotion of Service	Printed and Distributed Online
8/28/20	Commitment to Excellence Scholarship Program Graphics (8 Images)	Office of Resident Services	Promotion of Event	Online, Social Media (Instagram, Twitter, Facebook)
8/28/20	What is Rent Reporting Week 1 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
8/28/20	What is Rent Reporting Week 2 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
8/28/20	What is Rent Reporting Week 3 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
8/28/20	What is Rent Reporting Week 4 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
8/28/20	What is Rent Reporting Week 5 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
8/31/20	DCHA Special Resident Meetings on RAD Montana Terrace Flyer	PMO/OCF	Promotion of Event	Printed and Distributed Online
9/1/20	DCHA Details Newsletter September 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
9/2/20	DCHA Special Resident Meetings on RAD Lincoln Road	PMO/OCF	Promotion of Event	Printed and Distributed Online
9/2/20	DCHA Special Resident Meetings on RAD Ontario Road Flyer	PMO/OCF	Promotion of Event	Printed and Distributed Online
9/2/20	DCHA Special Resident Meetings on RAD The Villager Flyer	PMO/OCF	Promotion of Event	Printed and Distributed Online
9/3/20	DCHA Landlord Briefing SEP 2020-01 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
9/3/20	DCHA Landlord Briefing SEP 2020-02 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
9/3/20	DCHA Landlord Briefing v2 AUG 2020-01 Flyer	Housing Choice Voucher Program	Promotion of Event	Online
9/3/20	DCHA Virtual Job Ready Event Flyer	Office of Resident Services	Workforce Development	Printed and Distributed
9/8/20	Potomac Gardens WIFI Flyer	Office of the Executive Director	Promotion of Service	Printed and Distributed
9/9/20	DCHA Special Resident Meetings on RAD Evans Road	PMO/OCF	Promotion of Event	Printed and Distributed Online
9/9/20	ORS Curbside Back To School Drive Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
9/10/20	Black Girl Health Flyer	Office of Resident Services	Promotion of Event	Printed, Lobby Screen, Posted, Social Media (Instagram, Twitter, Facebook)
9/14/20	HCVF Homeownership Symposium: HCVF Downsizing and Packing Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed
9/16/20	DCHA STEM Flyer	Office of Resident Services	Promotion of Event	Printed, Posted, Social Media (Instagram, Twitter, Facebook)
9/18/20	Home Health Aide Flyer	Office of Resident Services	Workforce Development	Printed and Distributed Online
9/24/20	ORS FDIC Workshops Flyer	Office of Resident Services	Workforce Development	Printed, Social Media (Instagram, Twitter, Facebook)
9/25/20	HCVF Relocation Workshop Flyers (2)	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
10/1/20	DCHA Details Newsletter October 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
10/5/20	HCVF Meet and Lease Client OCT_20_Landlord Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
10/5/20	HCVF Meet and Lease Client OCT_20_Tenant	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
10/8/20	Coping With COVID-19 Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/8/20	Coping With COVID-19 Holiday Fitness Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/8/20	Making Credit Work For You_Credit Building, Credit Fixing and Credit Safety Flye	Office of Resident Services	Promotion of Service	Printed and Distributed Online
10/8/20	Making Credit Work For You_Demystifying Credit Flyer	Office of Resident Services	Promotion of Service	Printed and Distributed Online
10/9/20	Lets Talk About Credit Flyer	Office of Resident Services	Promotion of Service	Printed and Distributed Online
10/15/20	DCHA Mobile Health Unit Flyers: Benning Terrace	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20	DCHA Mobile Health Unit Flyers: Fort Dupont Terrace Family	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20	DCHA Mobile Health Unit Flyers: Ft Lincoln Apartments	Office of Resident Services	Promotion of Event	Printed and Distributed Online

10/15/20 DCHA Mobile Health Unit Flyers: Greenleaf	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Harvard Towers	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Hopkins Community	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Judiciary House	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Knox Hill Senior	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Sibley Plaza Senior	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Veterans Recognition Event	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 DCHA Mobile Health Unit Flyers: Woodland Terrace	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/15/20 Mortgage Loan Refinancing Webinar Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
10/16/20 Gift of Love 2020 Eventbrite Graphic	Office of Customer Engagement	Promotion of Event	Printed and Distributed Online
10/21/20 Veterans Appreciation Event Flyer	Office of Customer Engagement	Promotion of Event	PowerPoint Presentation
10/22/20 GWU School of Nursing Blood Pressure Poster	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/22/20 GWU School of Nursing Blood Pressure Poster Left Arrow Poster	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/22/20 GWU School of Nursing Blood Pressure Poster Right Arrow Poster	Office of Resident Services	Promotion of Event	Printed and Distributed Online
10/26/20 Getting the Word Out About Rent Reporting_DCHA PowerPoint Presentation	Office of Resident Services	Promotion of Service	Printed and Distributed Online
10/27/20 Let's Talk about Wills Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
11/1/20 DCHA Details Newsletter November-December 2020	Office of Human Resources	Internal	Distributed Internally Through eMail
11/2/20 FSS Banner_Tydia Graphic	Office of Resident Services	Promotion of program	Online
11/5/20 DCHA Mobile Health Unit Flyers: Knox Hill	Office of Resident Services	Promotion of Event	Printed and Distributed Online
11/5/20 Get Out and Serve Senior Thanksgiving Lunch	Office of Customer Engagement	Promotion of Event	Printed and Distributed
11/6/20 DCHA Mobile Health Unit Flyers: Kenilworth Courts	Office of Resident Services	Promotion of Event	Printed and Distributed Online
11/6/20 Everybody Wins Book Distribution Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
11/10/20 DCHA Flu Clinic Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
11/10/20 Dealing With Debt Flyer	Office of Resident Services	Promotion of Event	Printed and Distributed Online
11/13/20 Automated Workforce Deployment Postcard	Office of Resident Services	Promotion of Service	Printed and Distributed Online
11/23/20 DCHA Residential Property Overlook Flyer	DCHA Residential	Promotion of Service	Printed and Distributed Online
11/25/20 DCHA Podcast Logo	Office of Public Affairs & Communication	Promotion of Service	Online, Social Media (Instagram, Twitter, Facebook)
11/25/20 DCHA PPC Meeting Flyer	Program Coordinating Committee	Promotion of Event	Printed and Distributed
12/1/20 DCHA Holiday Save the Date 2020 Graphics	Office of Public Affairs & Communication	Promotion of Event	Online, Social Media (Instagram, Twitter, Facebook)
12/4/20 DCHA Mobile Health Unit Flyers: DCHA Headquarters	Office of Resident Services	Promotion of Event	Printed and Distributed Online
12/7/20 DCHA HCC Meeting Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
12/13/20 ORS First Aid CPR Training January 2020 Flyer	Office of Resident Services	Workforce Development	Printed
12/15/20 DCHA Holiday Slide Show	Office of Customer Engagement	Internal	PowerPoint Presentation
12/16/20 COVID-19 Wear Face Covering Postcards	Office of the Executive Director	Announcement	Printed
12/29/20 Meet and Lease 1 Bedroom Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
12/29/20 Meet and Lease 2 Bedroom Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
12/29/20 Meet and Lease 3 Bedroom Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
12/29/20 Meet and Lease 4+ Bedroom Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
12/29/20 Meet and Lease Landlord Flyer	Housing Choice Voucher Program	Promotion of Event	Printed and Distributed Online
1/1/21 DCHA Details Newsletter January 2021	Office of Human Resources	Internal	Distributed Internally Through eMail
1/7/21 Pay Rent Online Build Credit Door Hangers	Office of Resident Services	Promotion of Service	Printed and Distributed



DISTRICT OF COLUMBIA HOUSING AUTHORITY PERFORMANCE GOALS

PERFORMANCE PERIOD Interim Fiscal Year 2020 Performance Goals October 1, 2019 – September 30, 2020

GOAL A: RESPONSE TO COVID-19.

Effectively lead the agency's response to COVID-19 with an emphasis on:

- a. Safety of employees, residents, customers and stakeholders (including activities at the Frederick Douglas Center, homeownership, credit counseling, etc.)
- b. Stewardship of CARES Act Funds
- c. Service delivery to customers
- d. Timely updates to the Board of Commissioners on the agency's response to COVID-19
- e. Updates on resident service delivery, focusing on what's working and what's needed.

GOAL B: ADVANCE DEVELOPMENT AND CAPITAL PROJECTS.

1. Lead Implementation of the Transformation Plan

- a. Execute Portfolio Repositioning of 14 "priority" properties by increasing the number of replaced or rehabilitated using the Rental Assistance Demonstration (RAD). In 2020 DCHA will make application for RAD and related activities as outlined below:
 - i. Release up to (3) RFP to the public
 - ii. Initiate relocation of residents at Turnkey and Sibley Townhomes
- b. Effectively manage and provide monthly update to the BOC on 1133 and 882 Development Deals to completion.
- c. Identify opportunities to scale development efforts, perform multiple modernizations, and simultaneously develop projects.

2. Property Management Operations

- a. Transfer privately managed properties to DCHA management, bringing at least three properties in house.
- b. Invest in training and professional development of key personnel.
 - Low-Income Housing Tax Credit Training and Certification
 - Repair and Renovation Training (EPA)
 - Housing/Property Management Training
 - Focused Training and Education on RAD and Section 18 process/impact on residents.

GOAL C: CREATE OPPORTUNITIES THROUGH COLLABORATION AND PARTNERSHIP TO IMPROVE THE QUALITY OF LIFE FOR DCHA RESIDENTS.

1. Expand the agency's networks and increased collaboration with other District government and federal agencies, community organizations, non-profits, and tenant organizations. Targeted efforts should be made to increase community engagement with local affordable housing developers and counterpart agencies in neighboring jurisdictions who are part of the affordable housing and redevelopment communities.
2. Administer the 3rd class of trainees from the DCHA Modified Apprenticeship Training Program (ATP) and increase job placement for graduates through partnerships with local and regional employers.
3. Identify avenues to better engage the philanthropic community, establish key partnerships with philanthropic organizations, including developing a strategy to engage the philanthropic community to secure additional resources so we can provide additional services to our customers.
4. Identify and invest in software packages and training to more effectively and efficiently manage and report on case management and other ORS resident engagement activities and connect our customers to opportunity within the agency, the District, the region and across the country.

GOAL D: INCREASE STAKEHOLDER AND COMMUNITY ENGAGEMENT BY DEVELOPING AND IMPLEMENTING A STAKEHOLDER OUTREACH AND ENGAGEMENT STRATEGY THAT INCLUDES:

1. A comprehensive communication and engagement strategy.
2. Targeted activities and opportunities to engage residents and voucher holders on critical aspects of DCHA business directly impacting them.
3. Opportunities to increase visibility and engagement with the District of Columbia Council and the Executive Branch.

4. Opportunities and activities to support development of and collaboration with the Board of Commissioners.
5. Targeted activities to engage the Advocate Community.
6. A strategy to timely and proactively share DCHA successes utilizing all communication sources (social media, newsletters, print and electronic, newspapers, tv, etc.).

GOAL E: CONDUCT A COMPREHENSIVE WORKFORCE ASSESSMENT (by analyzing and forecasting our current and future workforce needs, with the goal of attracting and retaining the appropriate balance of staff with the essential skills, commitment to culture, and experience). Key activities will include:

1. Procuring and proactively engaging a vendor to support the Workforce Assessment.
2. Developing a Comprehensive Training and Professional Development Program for employees.
3. Recruiting highly qualified employees and provide training opportunities to upskill the current workforce, with a focus on talent and skills needed to implement the Transformation Plan.
4. Deploying technology to support training and development and overall efficiency of operations.
5. Increasing implementation and administration of workforce policies and procedures.



**Executive Director Tyrone Garrett
FY2021 Performance Goals
November 12, 2021**

GOAL A: EFFECTIVELY LEAD THE AGENCY’S RESPONSE TO COVID-19 WITH AN EMPHASIS ON:

1. Safety: Employees, Residents, and Customers
2. Stewardship of CARES Act Funding
3. Service delivery
4. Timely updates to the Board of Commissioners

GOAL B: EFFECTIVELY MANAGE DEVELOPMENT AND CAPITAL PROJECTS

1. Develop and Implement a Portfolio Management Dashboard
2. Transformation Plan Implementation: Management of \$50 million authorized by DC Council
 - a. Spending Plan for each property, to include:
 - i. Scope of Work
 - ii. Date by which funds will be encumbered
 - iii. Date by which work will be completed (Project Timeline)
 - iv. Date by which funds will be spent
 - b. Project Timeline for each property, to include:
 - i. Project Goal(s)
 - ii. Critical project dates
 - c. Communications Strategy for each property, to include:
 - i. Board of Commissioners
 - ii. Executive Office of the Mayor
 - iii. DC Council
 - iv. Stakeholders (Residents, Advocates, Other)
3. **Develop a Rental Assistance Demonstration Plan. The Plan should outline:**
 - a. Number of RAD Projects to be advanced in FY 2020 (Continuing from FY2020 and new in FY 2021, where appropriate)
 - b. Number of RAD application(s) to be submitted to HUD during FY 2021
 - c. Number of RAD Construction Teams/Partners identified for each RAD Project
 - d. Number of RAD Closing(s) planned during FY 2021
 - e. Number of Community/Resident Engagement to be held for each RAD Development with each stakeholder group

Note: Each RAD development should include a Project Plan reflecting Specific Timelines and Milestones.

4. **Strategy for Headquarter Development, to include:**
 - a. Path to closing, outlining critical milestones
 - b. Project status
 - c. Financing strategy

5. Quarterly Updates for the following Projects:

- a. Capper Carrollsburg
- b. Capital Gateway
- c. Updates should include:
 - i. What is the need to advance each project?
 - ii. Options identified and considered to advance reach project?
 - iii. The Plan and Timeline for implementing the strategy to advance these projects?

6. Advance “Historically Challenged” Development Projects, including Marigold Assisted Living

- a. Provide a list of properties in the portfolio that is in this category (“Historically Challenged”)
- b. For each property:
 - i. Identify the issue(s) preventing development
 - (1) Funding
 - (2) Legal
 - (3) Other
 - ii. A plan to move each forward

7. Other Development Milestone to Accomplish

- a. Lease Up Arthur Capper Senior Site
- b. RAD Financial Closing on Melvo
- c. Completion of Sursum/Turnkey Relocation
- d. Continued Lead Abatement under HUD oversight of Lead Abatement Plan

8. Advance four (4) RFPs requiring Partner or General Contractor Selection

- a. Greenleaf
- b. Sursum Turnkey
- c. Melvo
- d. Langston (Partner RFP, subject to RAD approval)

GOAL C: IMPROVE COMMUNICATION AND STAKEHOLDER ENGAGEMENT

- 1. Deploy a strategy to improve communication with Commissioners, outside the formal process (BOC and Committee Meetings)
- 2. Demonstrate consistency and timeliness in responding to Request for Information from BOC
- 3. Enhance communication with stakeholders

GOAL D: IDENTIFY OPPORTUNITIES TO CREATE GREATER OPERATIONAL EFFICIENCIES

1. Financial Management

- a. Decrease deficit by \$2 million
- b. Regular and Transparent Reporting (Profit/Loss statement, Balance sheet)
- c. Present Comprehensive View of Agency Financial Position, including year to date spending
- d. Provide Education/Refresher Training on Key Programs (Budget approval process, operating process, Industry Audit Requirements, etc.)
- e. Develop recommendation to improve Board Process
- f. Increase contribution from Philanthropic Community

2. Contracting and Procurement

- a. Provide Procurement Forecast for FY2021
- b. Include Disadvantaged Business Enterprise and Local Small Disadvantaged Business issuances

3. Human Resources Management

- a. Create and maintain a highly efficient and transparent workforce by increasing:
 - i. Training and Professional Development Offerings
 - ii. Performance Evaluations Completed
 - iii. Targeted Employee Engagement Opportunities/Programs
 - iv. Labor Management Partnership Programs
- b. Completion of workforce assessment, including:
 - i. Review and analysis of recommendations
 - ii. Engagement with Labor Unions and Employees
 - iii. Implementation of accepted recommendation
- c. Policy development, Implementation and Administration
 - i. Policies to adjust modifications to work processes and remote work
 - ii. Paid Family Medical Leave
 - iii. Families First Coronavirus Relief Act

4. Service Delivery and Customer Engagement

- a. Develop metrics to measure service delivery and customer satisfaction to customers, with emphasis on:
 - i. Residents
 - ii. Voucher Holders
 - iii. General Public

5. Public Safety

- a. Provide monthly updates to Operations Committee on OPS Cases/Statistics
- b. Develop and deploy a strategy to improve communications and engagement between OPS and Residents
- c. Develop and implement initiatives intended to reduce crime within DCHA Properties. Initiatives should specify anticipated impact of proposed and how they will address identified gaps in safety and security
- d. Establish/Enhance partnerships with MPD
- e. Actively recruit and maintain all OPS positions

Revised: 11/12/20

**Performance Oversight
Report Question 31**

Report	Description	Regulation/Statute	Due Date	Compliance Status
Public Housing Repair and Maintenance Fund	Report on expenditure of funds for maintenance, repair and rehabilitation of public housing units.	DC Code 6-202(c-1)(6)	March 1 st	Report due March 1, 2021
Oversight of Disclosure Activities (FOIA Report)	Report on the number, type appeals and processing of FOIA requests received for the preceding fiscal year.	DC Code Section 2-538	February 1st	Report submitted February 1, 2021