## Office of Human Rights Organizational Chart Fiscal Year 2023

Updated As Of: February 1, 2023

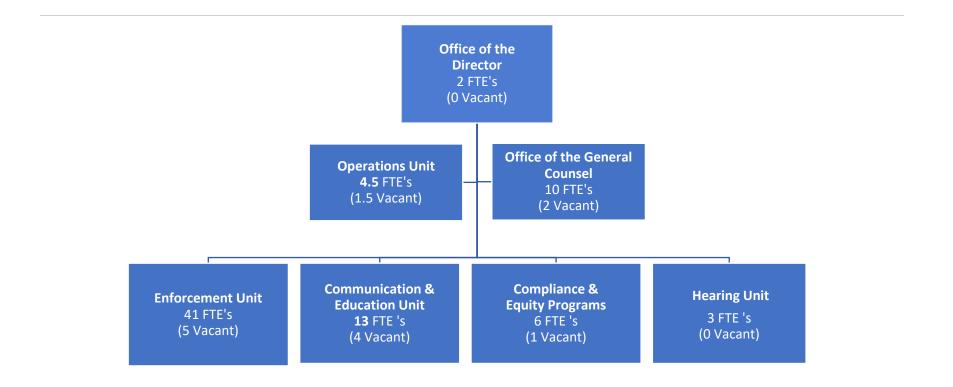
**FTE Count** 

FTE Category	FTE Count	Vacancy Count	Vacancy Rate			
Local and Federal	74.75	13.5	18%			
Intra-district	10	5	N/A			
Total	84.75					

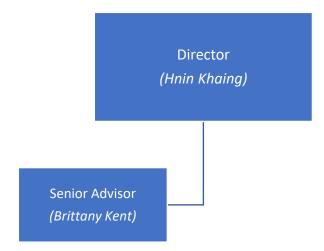
## **Position Status**

Froze Positio	Positions on Hold	FY23 New Positions	Accepted Offers	Interviewing	Actively Posted	Pending Offer	Separations
5	0.5	6.5	4		1	1	2

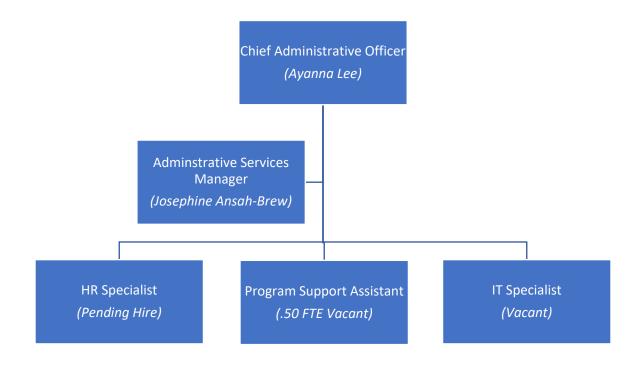
### **Organization Overview**



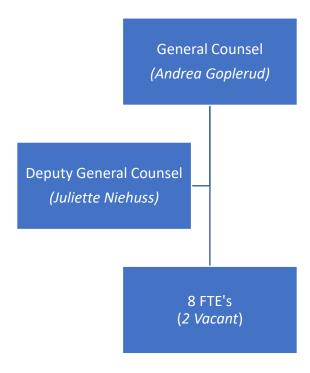
## Office of the Director



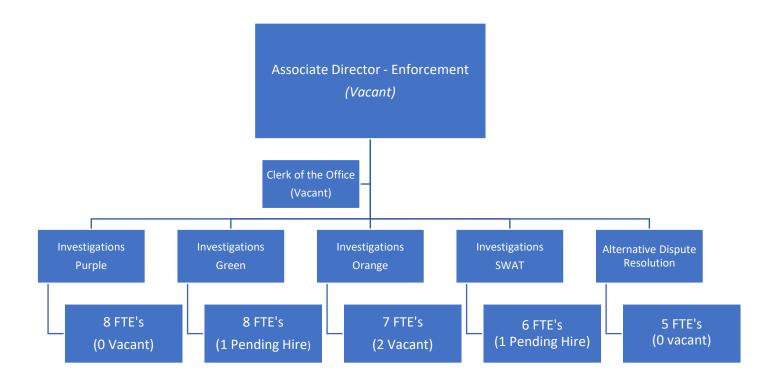
## **Operations Unit**



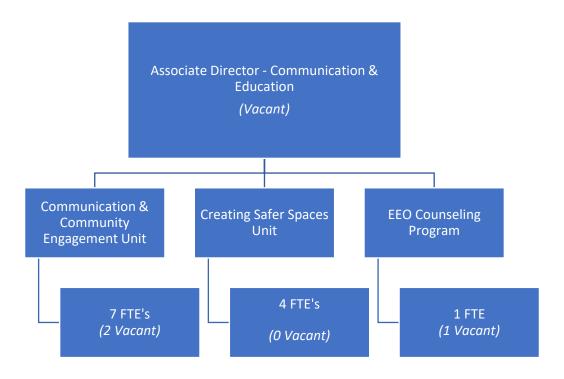
## Office of the General Counsel



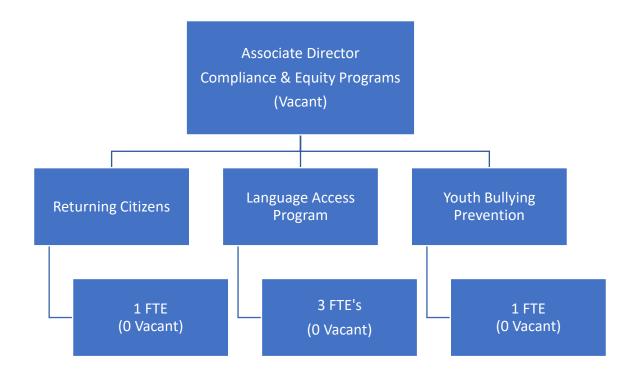
#### **Enforcement Unit**



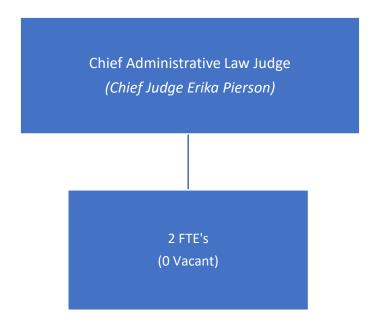
#### **Communication & Education Unit**



## **Compliance & Equity Programs Unit**



# **Hearing Unit**



t																									
5 POSITION AGENCY VI	VIEW RE Page No. 1																								
		_																							
_		+																						+ + +	
us Position Number	Title	Name	Emplid Empl Rcd Hire Date	e Vacant Status Grade St	Step Salary FT	TE x Dist % Adds to FTE Cm Job Cod	de Job DeptID Job Dept Name	Pay Plar Bargaing	Unit Union Code Budgeted Position	on Report Agency Funding Ag	ency HR Agency Combo Code D	Distribution % Fund Program C	CostCenter ProjectII A	Award Task Number Projec	ct Or; ComboCode Ty	Typ Position Deptic Department Name	Location Code Location Name	Reports to Position Reports to Name	Position Effd Position NTE D F/P Time Re	g/Temp/Terr Work Sched WAE Sal Plan Hea	nd Count FTE Employee NTE I WGI Due Dat Gvt Lei Date Hourly Rate Ser	itivity Code Sensitivity Descri	iptio Emergency Cod Essential Season Co	ode Drug Test Traffic Chec Cr	redit Check Residency Check Security Check Se
	2569 Chief Administrative Law Judge	e Pierson,Erika L	1297 0 12/10/200	06 F 15	0 164483.29	1 Y 55402	21 HM12000000 Hearing	DS CH11	MSS Y	HM HM0	HM 149793	100 1010001 700069	70138	HM0	GL	HM12000000 Hearing	LOCDC00003 One Judiciary Squa	11483 Khaing,Hnin	1/3/2021 F Re	g F N DS0086	1 1 1/6/2008 79.0785	6 Security	R N	Y N N	N
	5609 Attorney Advisor	Applegate, Alexis	84242 0 12/15/201	4 F 12	8 113633.55	1 Y 55308	88 HM15000000 Investigations	LA C33	BQA Y	HM HM0	HM 149788	100 1010001 700071	70144	НМ0	GL	HM15000000 Investigations	LOCDC00003 One Judiciary Squa	104583 Niehuss, Juliette	7/17/2022 F Re	g F N LA0002	1 1 2/11/2024 2/13/2022 54.6315	6 Security	N N	N N N	N
	7504 Equal Opportunity Specialist			V 12	0 80784	1 Y 55476	64 Investigations	DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071	70144	HM0	GL	HM15000000 Investigations	LOCDC00003 One Judiciary Squa		8/29/2021 7/4/2005 F	DS0087	1 1 38.84	6 Security	N N	N N N	N
	8547 EQUAL OPPORTUNITY SPEC		122574 0 6/6/2022	F 11	4 71579		17 HM15000000 Investigations	DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071	70144	HM0		HM15000000 Investigations	LOCDC00003 One Judiciary Squa		5/25/2022 2/26/2006 F Re	g F N DS0087	1 1 6/18/2023 6/6/2022 34.413	6 Security	N N	N N N	N
	11483 Director, Ofc of Human Rights	-	85453 0 3/23/2015		0 196139.39		24 HM90000000 DIR Office of Hum	nan Rig DX CH11	XXX Y	HM HM0	HM 149792	100 1010001 100154	70147	HM0	GL	HM90000000 DIR Office of Human R			10/23/2022 F Re	g F N DX0000	1 1 1 10/1/2021 94.2978	6 Security	N N	Y N N	N
		Ash,Brandes S.G. Santiago,Albert	69378 0 10/13/202 72187 0 5/6/2013		0 119746.8		37 HM12000000 Hearing 54 HM14000000 Mediation	DS CHII	XAA Y	HM HM0	HM 149793	100 1010001 700069 100 1010001 700072	70138	HM0	GL	HM12000000   Hearing   HM14000000   Mediation	LOCDC00003 One Judiciary Squa LOCDC00003 One Judiciary Squa		10/10/2021 7/19/2005 F Re	g F N DS0087 g F N DS0086	1 1 10/20/2024 10/23/2022 63.0471	6 Security 6 Security	R N	V N N	N N
	35280 Staff Assistant	Rocha, Eloisa	38060 0 2/4/2008	F 9	8 71693	1	24 HM1000000 Office of Human R	20 01111	AAL Y	HM HM0	HM 149791	100 1010001 700072	70144	HM0	GL.	HM10000000 Office of Human Rights			10/1/2017 3/6/2006 F Re	g F N DS0078	1 1 5/5/2024 5/8/2022 34.4678	6 Security	N N	N N N	N N
	36097 Equal Opportunity Specialist	reona, Biolia	30000 0 27 11/2000	V 12	1 80784	1 Y 55476	64 Office of Human R	-	XAA Y	HM HM0	HM 149784	100 4020002 700071	70144 200866 2	2000709 23.01 HM0	PROJ	HM15000000 Investigations	LOCDC00003 One Judiciary Squa		3/13/2022 F	DS0087	1 1 38.84	6 Security	N N	N N N	N
		Smith-Evans,Akita M	10033 0 12/18/200	00 F 14	0 132647.81	0.35 N 50005	54 HM15000000 Investigations	DS CH11	XAA Y	HM HM0	HM 149785	35 4020002 700071	70144 200867 2	2000710 23.01 HM0	PROJ	HM15000000 Investigations	LOCDC00003 One Judiciary Squa		1/13/2021 F Re	g F N DS0086	1 1 1/19/2020 63.773	6 Security	R N	Y N N	N
	37354 Supervisory Equal Opportunity		10033 0 12/18/200	00 F 14	0 132647.81	0.65 N 50003	54 HM15000000 Investigations	DS CH11	XAA Y	HM HM0	HM 149788	65 1010001 700071	70144	HM0	GL	HM15000000 Investigations	LOCDC00003 One Judiciary Squa		1/13/2021 F Re	g F N DS0086	1 1 1 1/19/2020 63.773	6 Security	R N	Y N N	N
	38622 Administrative Law Judge			V 13	0 93069	1 Y 55293	36 Investigations	DS CH11	XAA Y	HM HM0	HM HM0PAYRL	100 1010001 150011	10002	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	VACANT	8/16/2019 F	DS0087	1 1 44.74	6 Security	N N	N N N	N
	38679 Lead Equal Opportunity Special	l Sharpe,Melissa C	5673 0 7/24/2000	F 13	6 107984	0.15 N 55327	70 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM HM0	HM 149786	15 1010001 700068	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	91369 Beaujuin,Marie Arno	1 8/29/2021 F Re	g F N DS0087	1 1 5/7/2023 5/10/2021 51.9154	6 Security	N N	N N N	N
	38679 Lead Equal Opportunity Special	l Sharpe,Melissa C	5673 0 7/24/2000	F 13	6 107984	0.85 N 55327	70 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149785	85 4020002 700071	70144 200867 2	2000710 23.01 HM0	PROJ	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	91369 Beaujuin,Marie Arno	1 8/29/2021 F Re	g F N DS0087	1 1 5/7/2023 5/10/2021 51.9154	6 Security	N N	N N N	N
	41680 Administrative Support Special			V 14	0 109999	1 Y 55519	Office of Human R	tights DS CH11	XAA Y	HM HM0	HM HM0PAYRL	100 1010001 150011	10002	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	VACANT	1/13/2021 F	DS0087	1 1 52.88	6 Security	R N	Y N N	N
	41743 General Counsel	Hardy ,Andrea	121888 0 4/11/2022	F 2	0 173742.63	1 N 55525	55 HM10000000 Office of Human R	tights LX CH11	XAA Y	HM HM0	HM 149790	100 1010001 100154	70130	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	11483 Khaing,Hnin	11/3/2021 F Re	g F N LX0001	1 1 4/11/2022 83.5301	6 Security	N N	Y N N	N
	41751 Attorney Advisor			V 13	0 109019	1 Y 55309	Office of Human R	Lights LA C33	BQA Y	HM HM0	HM 149790	100 1010001 100154	70130	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	VACANT	7/17/2022 F	LA0002	1 1 52.41	6 Security	N N	N N N	N
	43673 Administrative Support Special	Ansah Brew, Josephine Ad	dwc 29611 0 7/9/2007	F 14	9 138184	1 Y 55519	91 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM0 HM0	HM 149792	100 1010001 100154	70147	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	106824 Lee,Ayanna E	10/1/2022 F Re	g F N DS0087	1 1 1 10/6/2024 10/9/2022 66.4346	6 Security	R N	Y N N	N
	44235 Language Access Program Dir	Carrillo,Rosa	100913 1 12/17/201	8 F 14	0 128429.61	1 N 55185	51 HM16000000 Language	DS CH11	MSS Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM16000000 Language	LOCDC00003 One Judiciary Squa	-	1/13/2021 F Re	g F N DS0086	1 1 3/31/2019 61.745	6 Security	N N	N N N	N
	45901 Deputy Director				0 149763	1 Y 55391	14 Language	XS CH11	XAA Y	HM HM0	HM 149792	100 1010001 100154		HM0	GL	HM16000000 Language	LOCDC00003 One Judiciary Squa		1/13/2021 F	XS0001	1 1 72	6 Security	R N	Y N N	N
	46756 Staff Assistant	Precia, Deidra N	26761 0 6/15/2004		10 75436		24 HM10000000 Office of Human R		AAL Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM10000000 Office of Human Rights				g F N DS0078	1 1 3/27/2022 36.2673	6 Security	N N	N N N	N
	47151 Lead Equal Opportunity Special		100535 0 10/30/201		2 96052		70 HM10000000 Office of Human R		XAA Y	HM HM0	HM 149788			HM0	GL	HM10000000 Office of Human Rights	, ,			g F N DS0087	1 1 6/4/2023 6/5/2022 46.1788	6 Security	N N	N N N	N
	47458 Program Support Assistant (OA)		108856 0 6/24/2019		5 55244		02 HM10000000 Office of Human R	ugnts DS Cl	AAL Y	HM0	HM 149787	100 1010001 700070		HM0	GL	HM10000000 Office of Human Rights				g F N DS0078	1 1 6/30/2024 7/3/2022 26.5596 1 1 1 11/19/2023 11/21/2021 28.1813	6 Security	N N	N N N	N N
	48048 CLERICAL ASSISTANT (OFFIC 69920 Compliance Review & Trng Ofci		38163 0 11/30/201		0 93069	1 V 5525	54 HM12000000 Hearing 49 Hearing	DS	AAA Y	HM HM0	HM 149787 HM HM0PAYRL	100 1010001 700070 100 1010001 150011	1000	HM0	GI	HM12000000 Hearing HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa			g F N DS0079 DS0087	1     1       1     11/19/2023       1     1       44.74	6 Security 1 Non Sensitive	N N	N N N	N
	70176 Equal Opportunity Specialist		91049 0 5/16/2016		10 103333	1 Y 55354	49 Hearing 21 HM10000000 Office of Human R		XAA Y	HM HM0	HM HM0PAYRL HM 149791	100 1010001 150011 100 1010001 700072		HM0	GI	HM10000000 Office of Human Rights HM10000000 Office of Human Rights	, ,		10/1/2016   F   Re	g F N DS0087	1 1 44.74 1 1 5/9/2021 49.6793	1 Non Sensitive 6 Security	N N	N N N	N
	73181 Equal Opportunity Specialist		35789 0 9/27/2021		6 93311		64 HM10000000 Office of Human R		XAA Y	HM HM0	HM 149791	100 1010001 700072		HM0	GL	HM10000000 Office of Human Rights	· ·			g F N DS0087 g F N DS0087	1 1 1 3/9/2021 49.6/93 1 1 1 10/8/2023 9/27/2021 44.8611	6 Security	N N	N N N	N N
		Brown, Ajan Ivoire	30357 0 7/6/2015		5 90805		09 HM14000000 Mediation	DS CH11	XAA Y	HM HM0	HM 149791	100 1010001 700072		HM0	GL	_	LOCDC00003 One Judiciary Squa				1 1 2/25/2024 2/27/2022 43.6563	6 Security	N N	N N N	N N
	73693 EQUAL OPPORTUNITY SPEC		101568 0 1/22/2018		5 73677		24 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM10000000 Office of Human Rights				g F N DS0087	1 1 1/15/2023 1/17/2021 35.4216	6 Security	N N	N N N	N I
	77754 Youth Inclusion Program Coordi		104885 0 8/20/2018		2 113522		03 HM10000000 Office of Human R	-	XAA Y	HM HM0	HM 149789	100 1010001 700076		HM0	GL	HM10000000 Office of Human Rights	, ,		9/25/2022 F Re	g F N DS0087	1 1 4/23/2023 4/24/2022 54.5779	6 Security	N N	N N N	N I
	83296 EQUAL OPPORTUNITY SPEC	C Gallardo,Sandra E	67657 0 1/30/2012	F 11	6 75775	0.15 Y 402	24 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM HM0	HM 149785	15 4020002 700071	70144 200867 2	2000710 23.01 HM0	PROJ	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	37354 Smith-Evans,Akita M	10/10/2021 F Re	g F N DS0087	1 1 4/9/2023 4/11/2021 36.4303	6 Security	N N	N N N	N
	83296 EQUAL OPPORTUNITY SPEC	C Gallardo,Sandra E	67657 0 1/30/2012	F 11	6 75775	0.85 Y 402	24 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149787	85 1010001 700070		НМО	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	37354 Smith-Evans,Akita M	10/10/2021 F Re	g F N DS0087	1 1 4/9/2023 4/11/2021 36.4303	6 Security	N N	N N N	N
	85348 Special Assistant			V 9	0 149763	1 Y 55331	Office of Human R	tights XS CH11	XAA Y	HM HM0	HM HM0PAYRL	100 1010001 150011		HM0	GL	HM15000000 Investigations	LOCDC00003 One Judiciary Squa	VACANT	10/1/2016 F	XS0001	1 1 72	1 Non Sensitive	N N	N N N	N
	85349 EQUAL OPPORTUNITY SPEC	C Board,Joy	109028 0 7/8/2019	F 11	6 75775	1 Y 402	24 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM0 HM0	HM 149788	100 1010001 700071	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	91369 Beaujuin,Marie Arno	1 10/10/2021 F Re	g F N DS0087	1 1 7/14/2024 7/17/2022 36.4303	6 Security	N N	N N N	N
	85350 PROGRAM ANALYST (BILING		z P   44436   0   4/13/2009	F 12	5 90805		50 HM10000000 Office of Human R	-	XAA Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM10000000 Office of Human Rights			10/10/2021 F Re	g F N DS0087	1 1 8/13/2023 8/15/2021 43.6563	6 Security	N N	N N N	N
	85502 EQUAL OPPORTUNITY SPEC		84244 0 12/15/201		8 79971		24 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071	70144	HM0	GL	HM10000000 Office of Human Rights				g F N DS0087	1 1 4/7/2024 4/10/2022 38.4476	6 Security	N N	N N N	N
	87669 EQUAL OPPORTUNITY SPEC	•	113612 0 4/27/2020		3 69481		24 HM15000000 Investigations	DS CH11	XAA Y	HM HM0	HM 149788		<b>5</b> 04.44	HM0	GL		LOCDC00003 One Judiciary Squa			g F N DS0087	1 1 5/7/2023 5/8/2022 33.4043	6 Security	N N	N N N	N
	87683 Program Support Assistant (OA)		89466 0 11/30/201		6 56931		02 HM14000000 Mediation	DS CI	AAL Y	HM HM0	HM 149791	100 1010001 700072	70144	HM0	GL	HM14000000 Mediation	LOCDC00003 One Judiciary Squa			g F N DS0078	1 1 12/3/2023 12/5/2021 27.3707	6 Security	N N	N N N	N
	91369 Supervisory Equal Opportunity 91414 Equal Opportunity Specialist				0 127341.9		54 HM16000000 Language 64 HM15000000 Investigations	DS CH11	XAA Y	HM HM0	HM 149783	100 1010001 700073 100 1010001 700071		HM0	GL	HM16000000 Language	LOCDC00003 One Judiciary Squa		10/10/2021 F Re	g F N DS0086	1 1 1 12/15/2024 12/18/2022 42.6562	6 Security	N N	N N N	IN N
	94109 Equal Opportunity Specialist	w anace, wary	93776 0 10/17/201	V 12	5 90805 0 80784	1 V 55476	64 Investigations	DS CH11	XAA Y XAA Y	HM HM0	HM 149788	100 1010001 700071	<b>=</b> 0.1.61	HM0	GI	HM15000000 Investigations  HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa		11/7/2021 F	rm F N DS0087	1 1 12/15/2024 12/18/2022 43.6563 1 1 1 38.84	6 Security 6 Security	N N	N N N	N N
	94120 EQUAL OPPORTUNITY SPEC	CL/ Mane. Tiffany	122575 0 6/6/2022	F 11	2 67383	1 N 5526	17 HM10000000 Office of Human R		XAA Y	HM HM0	HM 149787	100 1010001 700070		HM0	GL	HM10000000 Office of Human Rights	, .			g F N DS0087	1 1 6/18/2023 6/6/2022 32.3957	6 Security	N N	N N N	N
		Case,Benjamin Kotyk	84439 0 8/30/2021	F 12	3 97789		88 HM10000000 Office of Human R		BQA Y	HM HM0	HM 149787	100 1010001 700070		HM0	GL	HM10000000 Office of Human Rights	, ,		7/17/2022 F Re	g F N LA0002	1 1 1/14/2024 1/15/2023 47.0139	6 Security	N N	N N N	N
	·	Phillips,Stirling	101136 0 12/11/201		7 95816		21 HM10000000 Office of Human R		XAA Y	HM HM0	HM 149791	100 1010001 700072		HM0	GL	HM10000000 Office of Human Rights			10/10/2021 F Re	g F N DS0087	1 1 1 12/3/2023 12/5/2021 46.0654	6 Security	N N	N N N	N I
	95079 Special Assistant	Thornton, Charles B	64560 0 2/7/2011	F 9	0 116319.55		19 HM10000000 Office of Human R	-	XAA Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM10000000 Office of Human Rights		-	10/10/2021 F Re	g F N XS0001	1 1 55.9229	6 Security	N N	N N N	N
1	97338 Training Specialist	Cargill,Tyler M.	119866 0 10/25/202	21 F 12	3 85794	1 N 55190	01 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149782	100 1010001 100154	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	97396 Vizvary ,Maya A	9/28/2021 F Re	g F N DS0087	1 1 11/5/2023 11/6/2022 41.2471	6 Security	N N	N N N	N
	97396 Supervisory Public Affairs Spc	Vizvary,Maya A	107345 0 2/4/2019	F 14	0 114441	1 N 5516	17 HM10000000 Office of Human R	cights DS CH11	MSS Y	HM HM0	HM 149783	100 1010001 700073		НМО	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	11483 Khaing,Hnin	10/10/2021 F Re	g F N DS0086	1 1 10/9/2022 55.0197	6 Security	M N	Y N N	N
	97988 Equal Opportunity Specialist			V 12	0 80784	1 Y 55476	Office of Human R	tights DS CH11	XAA Y	НМ НМ0	HM HM0PAYRL	100 1010001 150011	10002	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	VACANT	4/2/2020 F	DS0087	1 1 38.84	6 Security	N N	N N N	N
	97998 EQUAL OPPORTUNITY SPEC	CIA Lee,Jeong Hwa	121421 0 2/28/2022	F 11	4 71579	0.15 N 5526	17 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149785	15 4020002 700071	70144 200867 2	2000710 23.01 HM0	PROJ	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	91369 Beaujuin,Marie Arno	1 3/13/2022 F Re	g F N DS0087	1 1 3/12/2023 2/28/2022 34.413	6 Security	N N	N N N	N
	97998 EQUAL OPPORTUNITY SPEC		121421 0 2/28/2022		4 71579	0.85 N 55261	17 HM10000000 Office of Human R	-	XAA Y	HM HM0	HM 149788	85 1010001 700071	70144	HM0	GL	HM10000000 Office of Human Rights				g F N DS0087	1 1 3/12/2023 2/28/2022 34.413	6 Security	N N	N N N	N
	99664 Supervisory Equal Opportunity		(1451)		0 109999	1 Y 5514		-	XAA Y	HM HM0	HM HM0PAYRL	100 1010001 150011		HM0	GL		LOCDC00003 One Judiciary Squa		10/1/2019 F	DS0087	1 1 52.88	6 Security	N N	N N N	N
	99902 Supervisory Equal Opportunity		64454 0 1/18/2011		0 124158.35		71 HM10000000 Office of Human R	-	MSS Y	HM HM0	HM 149788			HM0	GL	HM10000000 Office of Human Rights	· · ·	-	1/13/2021 F Re	g F N DS0086	1 1 1 1/17/2021 59.6915	6 Security	R N	Y N N	N
	99913 EQUAL OPPORTUNITY SPEC	Berkowitz, Rebecca	113272 0 3/16/2020		4 71579		17 HM10000000 Office of Human R 88 HM11000000 Legal	LA C33	XAA Y	HM HM0	HM 149788	100 1010001 700071 100 1010001 700071		HMO	GL	HM10000000 Office of Human Rights HM11000000 Legal	LOCDC00003 One Judiciary Squa		7/17/2022 F P2	g F N DS0087	1 1 3/26/2023 3/27/2022 34.413 1 1 8/13/2023 8/1/2022 48/48/41	6 Security	N N	N N N	N N
	·	Osei,Dionne	123641 0 8/1/2022 124795 0 9/12/2022		4 100847 3 97789		88 HM11000000 Legal	LA C33	BQA Y BQA Y	HM HM0	HM 149788 HM 149788	100 1010001 700071		HM0		HM11000000 Legal	LOCDC00003 One Judiciary Squa		7/17/2022 F Re	g F N LA0002 g F N LA0002	1     1     8/13/2023     8/1/2022     48.4841       1     1     9/24/2023     9/12/2022     47.0139	6 Security 6 Security	N N	N N N	N N
	102808 Equal Opportunity Specialist	OSC1,Dioline	124773 0 7/12/2022	V 12	1 80784	1 Y 55476	64 Legal	DS CH11	XAA Y	HM HM0	HM 149787	100 1010001 700071		HM0	GL.	HM1000000 Office of Human Rights			1/14/2021 F	DS0087	1 1 38.84	6 Security	N N	N N N	N N
	102809 Equal Opportunity Specialist	+		V 12	1 80784	1 Y 55476	64 Legal	DS CH11	XAA Y	HM HM0	HM 149787	100 1010001 700070		HM0	GL	HM10000000 Office of Human Rights	· ·		1/14/2021 F	DS0087	1 1 38.84	6 Security	N N	N N N	N
	102810 Equal Opportunity Specialist	+	+ + +	V 12	1 80784	1 Y 55476	64 Legal	DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM10000000 Office of Human Rights	, ,		1/14/2021 F	DS0087	1 1 38.84	6 Security	N N	N N N	N I
	102878 Equal Opportunity Specialist	+	+ + + + + + + + + + + + + + + + + + + +	V 12	0 80784	1 Y 55476	64 Legal	DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071		HM0	GL	HM10000000 Office of Human Rights			1/28/2021 F	DS0087	1 1 38.84	6 Security	N N	N N N	N I
	102879 Equal Opportunity Specialist	Megias,Eileen	89886 0 2/16/2021	F 12	5 90805	1 N 55476	64 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM HM0	HM 149783	100 1010001 700073	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	99902 Wojdowski,Jaime A	2/25/2021 F Te	rm F N DS0087	1 1 4/15/2023 2/25/2024 2/27/2022 43.6563	6 Security	N N	N N N	N
	102880 Equal Opportunity Specialist	Pleasants, Jason	90024 0 1/25/2016	5 F 12	4 88300	1 N 55476	64 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149788	100 1010001 700071	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	91369 Beaujuin,Marie Arno	1 2/25/2021 F Te	rm F N DS0087	1 1 4/13/2023 2/12/2023 2/13/2022 42.4519	6 Security	N N	N N N	N
	102881 Equal Opportunity Specialist	Moody, Cathery n	110463 0 9/3/2019	F 12	3 85794	1 N 55476	64 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM0	HM 149787	100 1010001 700070	70461	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	99902 Wojdowski,Jaime A	1/28/2021 F Te	rm F N DS0087	1 1 4/13/2023 2/12/2023 2/13/2022 41.2471	6 Security	N N	N N	N
	102882 Public Affairs Specialist			V 13	0 93069	1 Y 55400	Office of Human R	tights DS CH11	XAA Y	HM0 HM0	HM 149782	100 1010001 100154		HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	VACANT	10/10/2021 F	DS0087	1 1 44.74	6 Security	N N	N N N	N
	102883 Public Affairs Specialist				0 65285	1 Y 5527			XAA Y	HM HM0	HM HM0PAYRL	100 1010001 150011	10002	HM0	GL	HM10000000 Office of Human Rights	· ·		1/28/2021 F	DS0087	1 1 31.39	6 Security	N N	N N N	N
	0 1	Carey, Mia LaShave	81082 0 10/12/202		3 85794		78 HM10000000 Office of Human R		XAA Y	HM HM0	HM 149783	100 1010001 700073		HM0	GL	HM10000000 Office of Human Rights	, ,	, ,	2 2 2 2 2 2	g F N DS0087	1 1 10/22/2023 10/23/2022 41.2471	6 Security	N N	N N N	N
	102936 Supervisory Equal Opportunity	Felton,Elizabeth M	1057 0 5/23/2022		0 124845	1 N 55147	71 HM10000000 Office of Human R			HM CF0	HM 149781	100 1060109 500174				HM10000000 Office of Human Rights			2/23/2021 F Re	g F N DS0087	1 1 5/23/2022 60.0216	6 Security	N N	N N N	N
	102937 Training Specialist	IONES NATALIE	122572		0 80784 3 99035	1 Y 55417			XAA Y	HM CF0	HM 149781	100 1060109 500174			PROJ	HM10000000 Office of Human Rights			2/23/2021 F	DS0087	1 1 38.84	6 Security	IN N	N N N	N N
	102938 Lead Equal Opportunity Special 102939 Lead Equal Opportunity Special		122573 0 6/6/2022		3 99035 0 93069	1 V 55327	70 HM10000000 Office of Human R  Office of Human R		XAA Y	HM CEO	HM 149781		50250 400128 6 50250 400128 6	6000009 23.101 HM0 6000009 23.101 HM0	PROJ	HM10000000 Office of Human Rights  HM10000000 Office of Human Rights	· ·		2 22 2 2 2	g F N DS0087	1 1 6/18/2023 6/6/2022 47.613 1 1 44.74	6 Security	N N	N N N	N
	102939 Lead Equal Opportunity Special 102940 Attorney Advisor	Della,Laurian G.	121705 0 3/28/2022		0 93069 1 91673	1 N 5532	88 HM10000000 Office of Human R		XAA Y BOA Y	HM CEO	HM 149781	100 1060109 500174 100 1060109 500174				HM10000000 Office of Human Rights  HM10000000 Office of Human Rights	, 1		2/23/2021   F   Re	g F N LA0002	1 1 44.74	6 Security	N N	N N N	N
	102940 Attorney Advisor  102941 Equal Opportunity Specialist	Zona, Laurall U.	0 3/20/2022		0 80784	1 Y 55474		-	BQA Y XAA Y	HM CF0	HM 149781 HM 149781			6000009 23.101 HM0 6000009 23.101 HM0		HM10000000 Office of Human Rights  HM10000000 Office of Human Rights	· ·		2/23/2021 F	g F N LA0002 DS0087	1     1       1     1       1     1       38.84	6 Security 6 Security	N N	N N N	N N
	102941 Equal Opportunity Specialist	+	+ + -		0 80784	1 Y 55476		-	XAA Y	HM CF0	HM 149781			6000009 23.101 HM0 23.101 HM0		HM10000000 Office of Human Rights			2/23/2021 F	DS0087	1 1 38.84	6 Security	N N	N N N	N N
	102943 Equal Opportunity Specialist	-	+ + +		0 80784	1 Y 55476		tights DS CH11		HM CF0	HM 149781	100 1060109 500174				HM10000000 Office of Human Rights	, ,		2/23/2021 F	DS0087	1 1 38.84	6 Security	N N	N N N	N
	102944 EQUAL OPPORTUNITY SPEC	CI/ Mucci,Christin	122567 0 6/6/2022		4 71579	1 N 5526	17 HM10000000 Office of Human R		XAA Y	HM CF0	HM 149781	100 1060109 500174				HM10000000 Office of Human Rights	· ·			g F N DS0087	1 1 6/18/2023 6/6/2022 34.413	6 Security	N N	N N N	N I
	102945 EQUAL OPPORTUNITY SPEC		+ + + + + + + + + + + + + + + + + + + +		0 65285			Lights DS CH11	XAA Y	HM CF0	HM 149781	100 1060109 500174				HM10000000 Office of Human Rights			2/23/2021 F	DS0087	1 1 31.39	6 Security	N N	N N N	N I
	102956 Program Manager	Villegas-Perez,Larry	117634 0 6/20/2021	F 14	0 127341.9	1 N 55085	56 HM10000000 Office of Human R	tights DS CH11	XAA Y	HM HM0	HM 149783	100 1010001 700073	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	11483 Khaing,Hnin	3/2/2021 F Re	g F N DS0086	1 1 6/21/2021 61.2221	6 Security	N N	N N N	N
	102957 Program Analyst	Gilliam,Leandrea D.	89959 0 1/11/2016	6 F 12	4 88300	1 N 55052	24 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149783	100 1010001 700073	70144	НМО	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	102956 Villegas-Perez,Larry	1/18/2022 F Re	g F N DS0087	1 1 5/21/2023 5/22/2022 42.4519	6 Security	N N	N N N	N
	102958 Program Analyst	Chambers, Alex S	102542 0 4/2/2018	F 11	5 73677	1 N 55133	36 HM10000000 Office of Human R	Lights DS CH11	XAA Y	HM HM0	HM 149783	100 1010001 700073	70144	НМО	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	102956 Villegas-Perez,Larry	4/10/2022 F Re	g F N DS0087	1 1 4/9/2023 4/10/2022 35.4216	6 Security	N N	N N N	N
	102959 Attorney Advisor	Burnett,Alana D	106068 0 10/29/201	8 F 12	7 110021	1 N 55308	88 HM10000000 Office of Human R	cights LA C33	BQA Y	HM0 HM0	HM 149783	100 1010001 700073	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	104583 Niehuss, Juliette	7/17/2022 F Re	g F N LA0002	1 1 7/30/2023 8/1/2021 52.8947	6 Security	N N	N N	N
	102960 Training Specialist	Gonzalez,Angela M	107683 0 3/18/2019	F 12	3 85794	1 N 55417	78 HM10000000 Office of Human R	cights DS CH11	XAA Y	HM0 HM0	HM 149783	100 1010001 700073	70144	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	102956 Villegas-Perez,Larry	11/7/2021 F Re	g F N DS0087	1 1 11/5/2023 11/6/2022 41.2471	6 Security	N N	N N	N
	104193 Administrative Law Judge			V 14	0 109999	1 Y 55293	Office of Human R	tights DS CH11	XAA Y	HM HM0	HM HM0PAYRL	100 1010001 150011	10002	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	VACANT	7/1/2021 F	DS0087	1 1 52.88	6 Security	N N	N N	N
	104583 Deputy General Counsel	Niehuss,Juliette	121944 0 4/25/2022	F 1	0 145652.5	1 N 55525	54 HM10000000 Office of Human R	tights LX CH11	XAA Y	HM HM0	HM 149790	100 1010001 100154		HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	41743 Hardy, Andrea	8/20/2021 F Re	g F N LX0001	1 1 4/25/2022 70.0252	6 Security	N N	N N	N
	106592 Program Support Specialist	Kadir,Alkindi R.	114108 0 7/6/2020	F 9	3 62334	1 N 55564	42 HM16000000 Language	DS 1_2	AAA Y	HM HM0	HM 149788		70144	HM0	GL	HM16000000 Language	LOCDC00003 One Judiciary Squa	44235 Carrillo,Rosa	3/13/2022 F Re	g F N DS0077	1 1 4/23/2023 4/24/2022 29.9683	6 Security	N N	N N	N
	106824 Chief Administrative Officer	Lee,Ayanna E	6633 0 10/10/200	00 F 15	0 155878	1 N 55525	59 HM10000000 Office of Human R	tights DS CH11	MSS Y	НМ НМ0	HM 149792	100 1010001 100154	70147	HM0	GL	HM10000000 Office of Human Rights	LOCDC00003 One Judiciary Squa	11483 Khaing,Hnin	5/4/2022 F Re	g F N DS0086	1 1 9/11/2022 74.9413	5 None	N N	N N N	N
	108233 Legal Assistant	Hay den,Rose A.	124269 0 8/15/2022		7 58677	1 N 55274	41 HM10000000 Office of Human R	-	XAA Y	НМ НМ0	HM 149793	100 1010001 700069		НМ0		HM10000000 Office of Human Rights				rm F N DS0087	1 1 9/15/2023 8/25/2024 8/15/2022 28.2101	6 Security	N N	N N N	N
	108947 Attorney Advisor				0 91673	1 Y 55308		tights LA C33	BQA Y	HM HM0	HM 149788	100 1010001 700071		HM0			LOCDC00003 One Judiciary Squa		8/28/2022 F	LA0002	1 1 44.07	6 Security	N N	N N N	N
	109324 Human Resources Specialist				0 65285	1 Y 55355				HM HM0	HM 149788			HM0		HM10000000 Office of Human Rights			10/9/2022 F	DS0087	1 1 31.39	6 Security	N N	N N N	N
	109325 Senior Policy Advisor				0 109999	1 Y 55575		Lights DS CH11	70.4	HM HM0	HM 149788			HM0	GL	HM10000000 Office of Human Rights			10/9/2022 F	DS0087	52.88	6 Security	N N	IN N N	N
1	109630 Attorney Advisor			v   12	0 91673	1 Y 55308	88 Office of Human R	Lights LA C33	BQA Y	HM0	HM   149790	100 1010001 100154	/0130	HM0	GL	HM10000000 Office of Human Rights	LOCDCUUUU3 One Judiciary Squa	VACANT	11/6/2022 F	LA0002	1 1 44.07	6 Security	IN IN	N N	IN

## **COMPENSATION AGREEMENT**

#### **BETWEEN**

#### THE DISTRICT OF COLUMBIA

**AND** 

## THE OFFICE OF THE ATTORNEY GENERAL

AND

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

EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

## TABLE OF CONTENTS

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

#### **PREAMBLE**

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

# ARTICLE 1 RECOGNITION

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

#### ARTICLE 2 WAGES

#### SECTION A - FY 2021:

The A-35 salary schedule for all bargaining unit employees will be increased by two percent (2%) effective the first day of the first full pay period commencing on or after October 1, 2020.

### SECTION B - FY 2022:

The A-35 salary schedule for all bargaining unit employees will be increased by two percent (2%) effective the first day of the first full pay period commencing on or after October 1, 2021.

#### **SECTION C -- FY 2023:**

The A-35 salary schedule for all bargaining unit employees will be increased by two percent (2%) effective the first day of the first full pay period commencing on or after October 1, 2022.

## SECTION D - Parity with Non-Union Legal Service Schedule

Effective the first day of the first full pay period commencing on or after October 1, 2021, the A-35 pay schedule for FY 2022 shall receive an increase of 2.6% in addition to the increase in Section B above, to account for pay parity with the Non-Union Legal Services Schedule.

Consistent with DC law, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by the D.C. Council shall receive the respective retroactive pay as a result of the wage increases in the salary schedules above. Any employees who retired during the period beginning on the effective date of the increase and ending on the date of approval by the Council on the increase shall also receive the retroactive pay.

The parties agree that no adjustments coming from the District's Classification and Compensation initiative shall apply for the term of this Agreement.

# ARTICLE 2A PAY FOR PERFORMANCE BONUSES

#### **SECTION A – FY 2021:**

Each employee who receives an "Excellent" or substantially similar rating or higher rating for the evaluation period ending August 31, 2020, shall receive a two percent (2%) bonus. Upon approval of this agreement by the D.C. Council, bonus payments shall be paid to each qualified employee within as soon as possible but no later than ninety (90) days after Council's approval. If Employer has not conducted a performance review for an employee by December 31, 2020, the employee shall be entitled to the bonus amount for FY 2021, established by the rating in the most recent annual performance evaluation, if any.

Consistent with DC law, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by the D.C. Council shall receive the bonus for FY 2021 under this section. Any employees who received an Excellent or substantially similar rating or higher rating for the evaluation period ending August 31, 2020, who subsequently retired on or before the date of approval by the Council on the increase shall also receive the bonus.

#### **SECTION B -- FY 2022:**

Each employee who receives an "Excellent" or substantially similar rating or higher rating for the evaluation period ending August 31, 2021, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2021, and in no event later than March 31, 2022. If Employer has not conducted a performance review for an employee by December 31, 2021, the employee shall be entitled to the bonus amount for FY 2022, established by the rating in the most recent annual performance evaluation, if any.

#### **SECTION C -- FY 2023:**

Each employee who receives an "Excellent" or substantially similar rating or higher rating for the evaluation period ending August 31, 2022, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2022, and in no event later than March 31, 2023. If Employer has not conducted a performance review for an employee by December 31, 2022, the employee shall be entitled to the bonus amount for FY 2023, established by the rating in the most recent annual performance evaluation, if any.

#### ARTICLE 2B SATURDAY, SUNDAY AND HOLIDAY PAY

Attorneys who are required to work on any Saturday or holiday to provide court coverage will receive time and a half pay for all hours worked on any Saturday and double time pay on any Sunday or holiday. Disbursements for Saturday, Sunday and holiday pay will not exceed \$100,000.00 for any fiscal year of this Agreement. After disbursements reach \$100,000.00 in any one fiscal year, attorneys who are required to work on Saturdays, Sundays or holidays to provide court coverage for the remainder of that fiscal year will receive compensatory time for the number of hours actually worked at the applicable rate stated in this Article.

# ARTICLE 3 BENEFITS COMMITTEE

#### SECTION A - General:

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

#### **SECTION B – Purpose:**

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

#### **SECTION C – Responsibilities:**

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

1. Monitor the quality and level of services provided to bargaining unit employees under existing Health, Retirement, Optical, Life, Disability, Indemnity and Dental Insurance

Plans.

- 2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life, Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with D.C. Official Code, Chapter 6, Subchapter XXI.
- 3. DCHR will review with the Committee in advance the technical requirements in preparation for the formal solicitation of bids from providers in order for the Committee to provide any comments and recommendations on the criteria for bids and preparation of solicitations for requests for proposals for DCHR's consideration. DCHR will highlight any changes or enhancements to existing benefit plans or programs reflected in the technical requirements. After DCHR has reviewed and considered the Union's comments and recommendations, the Committee shall meet in order for DCHR to inform the Union how or if DCHR will incorporate the Union's comments and recommendations in the final solicitation for bids.
- 4. Explore issues concerning the workers' compensation system that affect bargaining unit employees consistent with D.C. Official Code, Chapter 6, Subchapter XXIII (Public Sector Workers' Compensation).
- 5. DCHR shall notify the Committee by email after the award to providers but prior to implementation of any significant alteration of existing benefits programs, and proposed additional benefit programs to determine the extent to which they impact employees. Upon notification, the Committee shall notify the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns any Committee member has regarding the impact on bargaining unit employees.

#### SECTION D - Maintenance of Benefits:

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

#### SECTION E – Additional Benefits:

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

# ARTICLE 4 BENEFITS

Except as otherwise provided in this Agreement, the Parties hereby incorporate the following specific benefits provided under the Compensation Agreement between the District of Columbia Government and Compensations Units 1 and 2, FY 2018 – FY 2021.

(Compensation Units 1 & 2 Agreement): Life Insurance; Health Insurance; Indemnity Insurance; Short and Long Term Disability Insurance; Optical and Dental Insurance; Annual, Sick and Other Leave; Pre-Tax Benefits; Retirement; Civil Service Retirement System; Defined Contribution; Deferred Compensation; Metro Pass/Monthly Transit Subsidy; Holidays; at least equal to the level of benefits provided to their general membership as the applicable benefits for bargaining unit members covered by this Agreement. To the extent that any successor Compensation Units 1 & 2 Agreement provides for higher levels of benefits than what is provided for under this Agreement with respect to any of the specific or substantively related benefits listed above in this paragraph, the Parties agree to reopen negotiations for the sole purpose of renegotiating those specific benefits. In no event will the benefits stated in this Agreement be reduced through this process.

#### **SECTION A -- Life Insurance:**

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

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

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

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

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

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

Option C – Family. Provides \$10,000 coverage for the eligible spouse and \$10,000 for each eligible child; \$25,000 coverage for eligible spouse and \$10,000

for each eligible child; or \$50,000 coverage for eligible spouse and \$10,000 for each eligible child. Cost determined by age.

- 3. The level of life insurance benefits provided to Employees covered under this Agreement shall not be decreased or revised during the term of this Agreement without the express advance written consent of the Union. The District shall provide life insurance coverage for employees hired on or after October 1, 1987 that shall provide a level of benefits that is equal in coverage and level of benefits to other similarly situated District of Columbia bargaining unit employees.
- 4. Employees must contact their respective personnel office to enroll or make changes in their life insurance coverage.

#### **SECTION B -- Health Insurance:**

- 1. Pursuant to D.C. Official Code § 1-621.02 (2012 Repl.), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance provided by the District of Columbia. Health insurance coverage shall provide a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. District employees are required to execute an enrollment form in order to participate in this program.
  - (a) The Employer may elect to provide additional health care insurance providers for employees employed after September 1, 1987, provided that additional insurance providers do not reduce the current level of benefits provided to employees. If the Employer decides to expand or reduce the list of eligible insurance providers, the Employer shall give Union representatives notice of the additions or reductions after the award but prior to implementation.
  - (b) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The Employer shall contribute 75% of the premium cost of the employee's selected plan.
- 2. Pursuant to D.C. Official Code § 1-621.01 (2012 Repl.), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. The United States Office of Personnel Management administers this program.
- 3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Plan summaries and the full plans will be available on the DCHR website. Where the full plan is not posted a link to the plans will be provided on the DCHR website.

#### SECTION C - Optical and Dental:

- 1. The District shall provide Optical and Dental Plan coverage at a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement. District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.
- 2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

#### SECTION D - Short and Long Term Disability:

- 1. Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short and Long Term Disability Insurance Programs, which provide for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.
- 2. Short and Long Term Disability Benefit levels shall not be decreased or revised during the term of this Agreement without the express written consent of the Union.
- 3. The District may elect to provide additional Short and/or Long Term Disability coverage providers, provided that additional insurance providers do not reduce or substantively modify the current level of benefits provided to employees. If the District decides to expand or reduce the list of eligible disability insurance providers, the District shall give the Union notice of the additions or reductions after the award but prior to implementation.

#### SECTION E - Indemnity Benefits:

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

#### **SECTION F -- Annual Leave:**

- 1. In accordance with D.C. Official Code §1-612.03 (2012 Repl.), full-time employees covered by the terms of this Agreement are entitled to:
  - (a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three (3) years of service (accruing a total of thirteen (13) annual leave days per annum);

- (b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,
- (c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).
- 2. Part-Time employees who work on a prearranged scheduled tour of duty are entitled to earn leave as provided above on a pro rata basis.
- 3. Employees shall be eligible to use annual leave in accordance with the District of Columbia Laws.
  - 4. An employee's request to use annual leave shall not be unreasonably denied.

#### **SECTION G – Sick Leave:**

- 1. In accordance with District of Columbia Code §1-612.03 (2014 Repl.), a full-time employee covered by the terms of this Agreement may accumulate up to thirteen (13) sick days which accrues on the basis of four hours for each full biweekly pay period, and may accumulate up to thirteen (13) days in a calendar year.
- 2. In the case of part-time employment, the rate at which leave accrues under this subsection shall be a percentage of the rate prescribed above which is determined by dividing 40 into the number of hours in the regularly scheduled work week of that employee during that fiscal year.
  - 3. An employee may use sick leave to:
    - (a) Seek medical attention and/or recover from illness or injury;
  - (b) Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
  - (c) Provide care for a family member as a result of medical, dental, or optical examination or treatment;
  - (d) Provide care for a foster child or a prospective or newly adopted child in the employee's care; or
  - (e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking,

domestic violence or sexual abuse as provided for under D.C. Official Code § 32-131.02(b)(4) (2014 Repl.).

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

#### SECTION H - Other Forms of Leave:

- 1. Military Leave: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m)(2014 Repl.).
- 2. Court Leave: An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government to the extent provided in D.C. Official Code §1-612.03(l) (2014 Repl.).

#### 3. Funeral Leave:

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

- 4. Administrative Closing An employee who has previously scheduled leave for a day (or portion of a day) on which the District of Columbia or the Office of the Attorney General closes by order of the Mayor or the Attorney General shall not be charged leave for that day, or portion of the day, that the District agency is closed.
- 5. Back-to-School Leave Subject to the discretion of an individual's manager as described in this section, any employee who serves as the primary caregiver for a child enrolled in school, including pre-school, elementary school, middle or junior high school, or high school, may take 2 hours of excused leave (that is without charge to the employee's leave balance) to assist his or her child in preparing for and traveling to the first day of school during the academic year. An employee's individual manager shall make every effort to grant requests for excused

absences on the first day; however, the granting of all such requests may not be feasible if it results in disruption of public services provided by the administration. Accordingly, when an employee cannot be granted an excused absence on his or her child's first school day, he or she shall be given an excused absence of 2 hours during the first week of school or as soon thereafter as practicable, in order to assist his or her child in preparing for an attending school.

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

#### **SECTION I -- Pre-Tax Benefits:**

- 1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2012 Repl.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.
- 2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

#### SECTION J - Retirement:

- 1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS): As prescribed by 5 U.S.C. § 8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:
  - (a) Age 55 and 30 years of service;
  - (b) Age 60 and 20 years of service;
  - (c) Age 62 and 5 years of service.

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

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

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

- 2. **DEFINED CONTRIBUTION PENSION PLAN:** The District shall continue the Defined Contribution Pension Plan currently in effect which includes:
  - (a) All eligible employees hired by the District on or after October 1, 1987, shall be enrolled into the defined contribution pension plan as prescribed by D.C. Official Code § 1-626.09 (2012 Repl.).
  - (b) After the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan. There is no employee contribution to the Defined Contribution Pension Plan. After two years of plan participation, an employee is entitled to 20% of the account. After three years of plan participation, an employee is entitled to 40% of the account. After 4 years of plan participation, an employee is entitled to 60% of the account. An employee is fully vested after five years of plan participation and is entitled to 100% of the account.
- 3. **DEFERRED COMPENSATION PROGRAM:** All District employees covered by this Agreement shall be eligible to participate in the District's Deferred Compensation Program described in Section 1-626.05 and related Chapters of the D.C. Official Code (2012 Repl.). The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees may choose from various fixed or variable rate investment options.

### SECTION K - Holidays:

- 1. The following legal public holidays are provided to all employees covered by this Agreement:
  - (a) New Year's Day, January 1st of each year;
  - (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
  - (c) Washington's Birthday, the 3rd Monday in February of each year;
  - (d) D.C. Emancipation Day, April 16th of each year;
  - (e) Memorial Day, the last Monday in May of each year;

- (f) Juneteenth Independence Day, June 19th of each year;
- (g) Independence Day, July 4th of each year;
- (h) Labor Day, the 1st Monday in September of each year;
- (i) Indigenous People's Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year; and
- (1) Christmas Day, December 25th of each year.
- 2. Any other legal public holiday observed by the District and any other day declared a holiday for District workers by the President, Congress, or the Mayor will also be granted to employees covered by this Agreement (together, the holidays described in this section are referred to as Holidays throughout this Agreement). When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

#### **SECTION L – Benefits Levels:**

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

# ARTICLE 5 COMPENSATORY TIME

#### **SECTION A:**

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

#### **SECTION B:**

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

- Extraordinary assignments
- Scheduled or special events

Travel time outside normal work hours

#### SECTION C:

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

# ARTICLE 6 METRO PASS/MONTHLY TRANSIT SUBSIDY

The District of Columbia Government shall subsidize the cost of monthly Washington Metropolitan Area Transit Authority (WMATA) transit passes or farecards, that can be used to pay for MARC and VRE, for personal use by employees by fifty dollars (\$50.00) per month for actual transportation expenses incurred by employees who use such passes or farecards to commute to and from work (Metro Transit Benefit); provided, however, that any unused portion of the monthly Metro Transit Benefit will roll over from month to month for employees who access the benefit. Any accumulated Metro Transit Benefit not accessed by the end of the calendar year will revert back to the District of Columbia Government; provided, however, given the interruptions in the use of this transit subsidy due to the Covid-19 public health emergency, that no such unused monthly benefits that were provided and accumulated in calendar year 2021 shall revert back to the District prior to January 1, 2023, and Council approval occurs prior to November 15, 2021.

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

#### SECTION A - Parking Spaces:

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

#### SECTION B - Mileage Allowance:

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

#### SECTION C - Use of Personal Vehicles:

- 1. Employees who are authorized and are within the scope of employment while using their personal vehicle for official business are covered by the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2012 Repl.)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.
- 2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 et seq.).

#### SECTION D - Reimbursement for Use of Personal Vehicles:

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

#### SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

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

#### <u>SECTION F – Metro Fare Cards:</u>

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

#### SECTION G - Availability of Fleet Vehicles:

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

# ARTICLE 8 SICK LEAVE INCENTIVE PROGRAM

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

#### SECTION A – Accrual:

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

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

#### SECTION B – Employees in a Non-pay Status:

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

#### <u>SECTION C - Procedure for Use of Time Accrued:</u>

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

#### **SECTION D - Use of Time Accrued:**

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

#### **SECTION E - Part Time Employees:**

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

# ARTICLE 9 ANNUAL LEAVE BUY-OUT

#### SECTION A - Payment for Annual Leave:

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

#### **SECTION B – Computation:**

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

#### ARTICLE 10 BACK PAY

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

# ARTICLE 11 WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS

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

1. Steps 2, 3, 4 and 5: fifty-two (52) calendar weeks of creditable service;

2. Steps 6, 7, 8, 9 and 10: one hundred and four (104) calendar weeks of creditable service.

#### **ARTICLE 12**

#### **GRIEVANCE AND ARBITRATION PROCEDURES**

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

#### ARTICLE 13 SAVINGS CLAUSE

#### **SECTION A:**

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

#### **SECTION B:**

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

# ARTICLE 14 DURATION AND FINALITY

#### **SECTION A -- Effective Date:**

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2016 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2016 Repl.)) and shall remain in full force and effect until September 30, 2023, or until a new compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1-617.17 (f)(1)(A)(i) (2016 Repl.).

#### **SECTION B – Finality:**

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

# ARTICLE 15 INCORPORATION OF NON-COMPENSATION AGREEMENT

The terms and conditions of the Non-Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective through September 30, 2023 (Non-Compensation Agreement), are incorporated herein by reference into this Agreement. The provisions of this Compensation Agreement shall control to the extent of any inconsistency.

On this <u>27</u> day of <u>Oliven</u>, 2021 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

**LOCAL 1403** 

Eugene Adams, Director

Mayor's Office of Legal Counsel

Aaron Finkhousen (Oct 29, 2021 10:42 EDT)

Aaron Finkhousen, President AFGE, Local 1403

Karl Racine (Nov 1, 2021 18:14 EDT)

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

2021 and in witness to this Agreement, the parties hereto set their signatures. FOR THE DISTRICT OF COLUMBIA FOR THE AMERICAN FEDERATION **GOVERNMENT** OF GOVERNMENT EMPLOYEES **LOCAL 1403** Rebecca Barnes E. Lindsey Maxwell II, Esq., Director Rebecca Barnes, Vice President Office of Labor Relations & Collective AFGE, Local 1403 **Bargaining** PN 10/272 Manual Vanessa Natale, Deputy Director Maureen Murat, Vice President Mayor's Office of Legal Counsel AFGE, Local 1403 Anne Hollander Nadine Wilburn Nadine Wilburn, Chief Anne Hollander Personnel, Labor & Employment Division AFGE, Local 1403 Office of the Attorney General

Rachel Noteware, Associate Director Mayor's Office of Legal Counsel

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

# NEW Comp CBA with MOLC signatures for AFGE and OAG.102921

Final Audit Report

2021-11-01

Created:

2021-10-29

By:

Anne Hollander (anne.hollander@dc.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAh8ApHgUeUv937g\_k3JjBN7GBQ3nTye0c

# "NEW Comp CBA with MOLC signatures for AFGE and OAG.10 2921" History

- Document created by Anne Hollander (anne.hollander@dc.gov) 2021-10-29 1:54:45 PM GMT- IP address: 173.79.70.35
- Document emailed to Aaron Finkhousen (aaron.finkhousen@dc.gov) for signature 2021-10-29 1:58:27 PM GMT
- Email viewed by Aaron Finkhousen (aaron.finkhousen@dc.gov) 2021-10-29 2:41:57 PM GMT- IP address: 138.88.141.82
- Document e-signed by Aaron Finkhousen (aaron.finkhousen@dc.gov)

  Signature Date: 2021-10-29 2:42:05 PM GMT Time Source: server- IP address: 138.88.141.82
- Document emailed to Rebecca Barnes (rebecca.barnes@dc.gov) for signature 2021-10-29 2:42:07 PM GMT
- Email viewed by Rebecca Barnes (rebecca.barnes@dc.gov) 2021-10-29 7:12:26 PM GMT- IP address: 164.82,30,22
- Document e-signed by Rebecca Barnes (rebecca.barnes@dc.gov)
  Signature Date: 2021-10-29 7:12:54 PM GMT Time Source: server- IP address: 164.82.30.22
- Document emailed to Maureen Murat (maureen.murat@dc.gov) for signature 2021-10-29 7:12:57 PM GMT
- Email viewed by Maureen Murat (maureen.murat@dc.gov) 2021-10-29 7:14:59 PM GMT- IP address: 73.134.222.126
- Document e-signed by Maureen Murat (maureen.murat@dc.gov)

  Signature Date: 2021-10-29 7:17:44 PM GMT Time Source: server- IP address: 73.134.222.126



- Document emailed to Anne Hollander (anne.hollander@dc.gov) for signature 2021-10-29 7:17:46 PM GMT
- Email viewed by Anne Hollander (anne.hollander@dc.gov) 2021-10-29 7:43:43 PM GMT- IP address: 173.79,70,35
- Document e-signed by Anne Hollander (anne.hollander@dc.gov)

  Signature Date: 2021-10-29 7:46:42 PM GMT Time Source: server- IP address: 173.79.70.35
- Document emailed to Nadine Wilburn (nadine.wilburn@dc.gov) for signature 2021-10-29 7:46:44 PM GMT
- Email viewed by Nadine Wilburn (nadine.wilburn@dc.gov) 2021-10-29 9:03:58 PM GMT- IP address: 71.178.170.134
- Document e-signed by Nadine Wilburn (nadine.wilburn@dc.gov)

  Signature Date: 2021-10-29 9:04:51 PM GMT Time Source: server- IP address: 71.178.170.134
- Document emailed to Karl Racine (karl.racine@dc.gov) for signature 2021-10-29 9:04:53 PM GMT
- Email viewed by Karl Racine (karl.racine@dc.gov) 2021-10-30 3:57:29 AM GMT- IP address: 172.226.31.161
- Document e-signed by Karl Racine (karl.racine@dc.gov)

  Signature Date: 2021-11-01 10:14:39 PM GMT Time Source: server- IP address: 108.31.124.240
- Agreement completed.
   2021-11-01 10:14:39 PM GMT

#### APPROVAL

Muriel E. Bowser, Mayor

# COMPENSATION COLLECTIVE BARGAINING AGREEMENT

## **BETWEEN**

# THE DISTRICT OF COLUMBIA GOVERNMENT

## AND

## **COMPENSATION UNITS 1 AND 2**

EFFECTIVE October 1, 2021, through September 30, 2025

# TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	3
1	Wages	3
2	Metro Pass	4
3	Pre-Paid Legal Plan	4
4	District of Columbia Employee Affordable	5
	Housing Taskforce	
5	Benefits Committee	6
6	Benefits	7
7	Overtime	14
8	Incentive Programs	16
9	Call-Back/Call-In/On Call and Premium Pay	17
10	Mileage Allowance	19
11	Annual Leave/Compensatory Time Buy-Out	20
12	Back Pay	20
13	Duty Station Coverage	21
14	Grievances	21
15	Local Environment Pay	21
16	Newly Certified Bargaining Units	23
17	Term and Temporary Employees	24
18	Administrative Closing	25
19	Savings Clause	26
20	Duration	26

On-Call Notification Template (July 26, 2010)

Appendix 1

#### **PREAMBLE**

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

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

## ARTICLE 1 WAGES

### **SECTION A:** FISCAL YEAR 2022:

In lieu of a wage-increase for FY 2022, employees will receive a three and one-half percent (3.5%) bonus payment. Bargaining unit employees actively on the payroll as of October 1, 2021, shall receive a one-time payment that is equivalent of 3.5% of an employee's annual base salary as of October 1, 2021.

The payment will be made no later than ninety (90) days after the Council's approval of this Agreement.

## **SECTION B:** FISCAL YEAR 2023:

Effective the first day of the first full pay period beginning on or after October 1, 2022, the FY 2023 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by two and a one-half percent (2.5%).

### **SECTION C:** FISCAL YEAR 2024:

Effective the first day of the first full pay period beginning on or after October 1, 2023, the FY 2024 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by three percent (3.0%).

### **SECTION D:** FISCAL YEAR 2025:

Effective the first day of the first full pay period beginning on or after October 1, 2024, the FY 2025 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by three percent (3.0%).

## SECTION E: WITHIN GRADE INCREASES

All employees covered by this agreement shall progress through the salary scale and receive within grade step increases as described in Section 1127 of the District Personnel Manual. 6B DCMR §1127 (Transmittal No. 233, September 21, 2018).

## ARTICLE 2 METRO PASS

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifty (\$50.00) per month for employees who purchase and use such passes to commute to and from work. The metro transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia government.

## ARTICLE 3 PRE-PAID LEGAL PLAN

## **SECTION A:**

The Employer shall make a monthly contribution of seventeen dollars and fifty cents (\$17.50) for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program.

### **SECTION B**:

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

## **SECTION C:**

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

## **SECTION D:**

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

## **SECTION E:**

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

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

## **SECTION A**:

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

### **SECTION B:**

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

## **SECTION C**:

The parties agree that \$650,000.00 will be set aside to be used toward Negotiated employee Assistance Home Purchase Program (NEAHP) for the duration of the Agreement. If at any time the funds set aside have been depleted, the Parties will promptly convene negotiations to provide additional funds for the program.

## **SECTION D**:

Any funds set aside in Fiscal Years 2022, 2023, 2024 and 2025 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2022 – FY 2025.

## ARTICLE 5 BENEFITS COMMITTEE

## **SECTION A:**

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

### **SECTION B: RESPONSIBILITIES:**

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

## **SECTION C:**

The Committee shall:

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

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

## ARTICLE 6 BENEFITS

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

- 1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.
  - (a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.
  - (b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.
- 2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional \$2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set-forth in the schedule below:

Optional 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.

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

## SECTION B: HEALTH INSURANCE:

- 1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.
  - (a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.
  - (b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.
  - (c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.
- 2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

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

## **SECTION C: OPTICAL AND DENTAL:**

- 1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.
- 2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

## SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

### **SECTION E:** ANNUAL LEAVE:

- 1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:
  - (a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);
  - (b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

- (c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).
- **2.** Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.
- **3.** Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

## **SECTION F: SICK LEAVE:**

- 1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.
- 2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

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

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

#### 3. Funeral Leave:

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

- **b.** For the purpose of this section "immediate relative" means the following relatives of the employee: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.
- c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

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

- 1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.
- 2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

## **SECTION I: RETIREMENT:**

- 1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS): As prescribed by 5 U.S.C. §8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:
  - (a) Age 55 and 30 years of service;
  - **(b)** Age 60 and 20 years of service;
  - (c) Age 62 and 5 years of service.

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

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

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

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

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

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

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

### 3. DEFINED CONTRIBUTION PENSION PLAN:

#### Section A:

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

- (1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.
- (2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.
- (3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.
  - (4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee
    - (a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)
      - (1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees

hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a deferred compensation component and a defined benefit component.

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

## (b) Composition of the JLMTAPRC

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

## (c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

## (d) Duration of the Committee

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

#### 4. TIAA-CREF PLAN:

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

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

- 1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:
  - (a) New Year's Day, January 1st of each year;
  - (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
  - (c) Washington's Birthday, the 3rd Monday in February of each year;
  - (d) Emancipation Day, April 16<sup>th</sup>;
  - (e) Memorial Day, the last Monday in May of each year;
  - (f) Juneteenth, June 19th
  - (g) Independence Day, July 4th of each year;
  - (h) Labor Day, the 1st Monday in September of each year;
  - (i) Indigenous Peoples' Day, the 2nd Monday in October of each year;
  - (j) Veterans Day, November 11th of each year;
  - (k) Thanksgiving Day, the 4th Thursday in November of each year; and
  - (1) Christmas Day, December 25th of each year.
  - (m) Inauguration Day, January 20<sup>th</sup> of each 4<sup>th</sup> year
- 2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

## ARTICLE 7 OVERTIME

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

Hours of work authorized in excess of an employees assigned tour of duty 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 forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked (back-to-back shifts) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has

no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

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

- 1. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.
- 2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).
- 3. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

### **SECTION C:**

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

## **SECTION D:**

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

### **SECTION E:**

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

## ARTICLE 8 INCENTIVE PROGRAMS

### PART I - SICK LEAVE INCENTIVE PROGRAM:

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

## **SECTION A:**

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

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

## **SECTION B**:

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

## **SECTION C:**

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

## **SECTION D**:

All incentive days must be used in full-day increments following the leave year in which they were earned. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. The incentive day(s) will also be credited to the employee's leave account no later than the end of April of each year. Incentive days may not

be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

## **SECTION E:**

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

## **SECTION F:**

This program shall be in effect in Fiscal Years 2022, 2023, 2024 and 2025.

## PART II - PERFORMANCE INCENTIVE PILOT PROGRAM:

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

## ARTICLE 9 CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY

## **SECTION A:** CALL-BACK

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

## SECTION B: CALL-IN

- 1. When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of overtime shall be credited to the employee.
- 2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

### SECTION C: ON-CALL

- 1. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.
- 2. An employee is on-call when a determination has been made that the work of that position requires the employee to remain accessible and available to the point where his or her time cannot be used effectively for the employee's own personal purposes.
- 3. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

## SECTION D: HOLIDAY PAY

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

## SECTION E: NIGHT DIFFERENTIAL

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

## **SECTION F:** PAY FOR SUNDAY WORK

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

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

1. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001", Council Resolution 14-53 (March 23, 2001) and as contained in Chapter 11, Section 1154 of the District Personnel Manual,

- "Recruitment and Retention Incentives Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.
- 2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

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

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

## ARTICLE 10 MILEAGE ALLOWANCE

## **SECTION A:**

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

## **SECTION B:**

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

## **SECTION C:**

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

may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 et seq.).

## **SECTION D:**

No employee within Compensation 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

## **SECTION E:**

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

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

### **SECTION A:**

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

#### **SECTION B:**

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

## ARTICLE 12 BACK PAY

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

## ARTICLE 13 DUTY STATION COVERAGE

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

## ARTICLE 14 GRIEVANCES

## **SECTION A:**

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

## **SECTION B:**

Grievances concerning compensation shall be filed with the appropriate agency and the Office of Labor Relations and Collective Bargaining under the applicable working conditions agreement. In the event a grievance alleges a violation affecting all members of Compensation Units 1 and 2, it will be sufficient to file the grievance directly with the Office of Labor Relations and Collective Bargaining within thirty (30) calendar days of knowledge of the alleged violation. Other than this possible variance in the filing deadline and receiving office, the applicable negotiated grievance procedure will remain in full force and effect.

## ARTICLE 15 LOCAL ENVIRONMENT PAY

## **SECTION A:**

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

conditions or hardships in a local environment is not intended to condone work practices that circumvent safety laws, rules and regulations.

## **SECTION B**:

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

Local environmental pay will only be paid to employees when the employee is in an active duty status. Local environmental pay will not be paid when an employee is on leave or teleworking.

## **SECTION C**:

Employees as listed in Attachment 2, Approved Positions for Local Environmental Pay, of DCHR Instruction No. 11B-90, Premium Pay – Local and Environmental Pay, and any other employee including District Service (DS) employees as determined pursuant to Section D of this Article are eligible for environmental differentials.

## **SECTION D**:

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of DCHR Instruction No. 11B-90, Premium Pay – Local and Environmental Pay. The determination shall be issued by DCHR within ninety (90) calendar days of the submission of the request.

## **SECTION E:**

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

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

the Compensation Unit 2 pay schedule. The following categories of work are currently paid the rate for "moderate" exposure:

- Explosives and Incendiary Materials – High Degree Hazard
- Poison (Toxic Chemicals)High Degree Hazard
- Micro Organisms
  - High Degree Hazard
- 3. **Low Exposure.** Employees subject to "Low" exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10*, *step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "low" exposure:
  - Dirty Work
  - Cold Work
  - Hot Work
  - Welding Preheated metals
  - Explosives and Incendiary Materials
    - Low Degree Hazard
  - Poison (Toxic Chemicals)
    - Low Degree Hazard
  - Micro Organisms
    - Low Degree Hazard

## ARTICLE 16 NEWLY CERTIFIED BARGAINING UNITS

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

## ARTICLE 17 TERM AND TEMPORARY EMPLOYEES

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

## **SECTION A:**

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement shall continue and will identify temporary and term employees whose current term and or temporary appointments extend through the term of this Agreement, and who perform permanent services in District agency programs.

## **SECTION B:**

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

## **SECTION C:**

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status during the term of this Agreement, and are paid from appropriated funding to the career service..

### **SECTION D:**

Prior to the end of the this Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent services, are in a pay status as of September 30, 2021, are full-time permanent positions, and are paid through intra-district funding or federal grant funding.

## **SECTION E:**

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

### **SECTION F:**

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

## **SECTION G:**

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

## **SECTION H:**

District agencies will first post vacant career service positions internal to the Agency for bargaining unit term and temporary employees to apply and compete before posting the positions externally. There shall be no direct appointments.

## ARTICLE 18 ADMINISTRATIVE CLOSING

## **SECTION A:**

- 1. Employees designated as "Essential Employees" are those who work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. "Essential Employees" must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as "Essential" no further notice is required as long as the employee continues to occupy the position designated "Essential".
- 2. Employees designated "Emergency Employees" are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. "Emergency Employees" may be required to work when a situation or condition occurs and result in early dismissal for other employees, government closing or during other emergencies.

Once an employee has been notified by his/her employing agency that his/her position is designated as "Emergency", the designation will remain in effect until the designation is terminated in writing.

- 3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, et seq.
- 4. As applicable, employees required to work when all other District Government employee are released as a result of an administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

### **SECTION B:**

The determination as to whether the employee receives overtime or compensatory time will be at the time employee's election which shall be made before the work is performed. When elected, employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

## ARTICLE 19 SAVINGS CLAUSE

### **SECTION A:**

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

### SECTION B:

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

## ARTICLE 20 DURATION

This Agree	ement shall remain	in full force and effect through September 30, 2025. (	)n
this	day of	2022, and as witness the parties hereto have set their	r
signature.			

## **APPENDIX 1**

Management's Proposal 7/26/10

### **INSERT DATE**

Firstname Lastname
Position/Title
Department/Division

RE: On-Call Notification

Dear Mr./Ms. Lastname:

You are hereby notified that you shall be placed in an "on-call" status effective On-Call Dates between the hours of Start AM/PM and End AM/PM. During the aforementioned hours, you are required to be available to report for work within a reasonable time (not to exceed two hours). You are expected to be available by phone for the duration of the "on-call" period. You are expected to answer when called or return a call from INSERT AGENCY management within a reasonable amount of time (not to exceed 30 minutes.

Sincerely,

SUPERVISOR/MANAGER NAME SUPERVISOR POSITION/TITLE

Compensation Units One and Two Collective Signed:, 2022	e Bargaining Agreement
FOR THE DISTRICT OF COLUMBIA GOVERNMENT	FOR THE UNIONS
-	
s <del></del>	

## **APPROVAL**

This collective bargaining agreement between t	he District of Columbia and
Compensation Units 1 and 2, dated	, has been reviewed in accordance
with Section 1-617.15 of the District of Columb	oia Official Code (2001 Ed.) and is hereby
approved on this day of, 2022.	
	Muriel Bowser
	Mavor

26			

Qu.7 Please provide a table showing your agency's Council-approved budget, revised budget (after reprogrammings, etc.), and actual spending, by program, activity, and funding source for FY 22 and the first quarter of FY 23. Please detail any over- or under-spending and if the agency had any federal funds that lapsed.

		PROCESSIA CORE THE CO	AA D		FY22	Values			FY23	C 6D 1		
rtion Program Code Program Name	CL_PROGRAM_CODE	PROGRAM_CODE_TIT SO LE C	SG CSG Name	Object Name	Sum of Approved Budget	Sum of Revised Budget	Sum of Expenditures Sum of	Variance	Sum of Approved Budget	Sum of Revised Budget Sun	n of Expenditures Sum	of Variance
1000 OFFICE OF HUMAN RIGHTS	1030 1040 1060	PROPERTY MANAGEN INFORMATION TECHI LEGAL SERVICES	40 OTHER SERVICES AND CHARGES 41 CONTRACTUAL SERVICES - OTHER 11 REGULAR PAY - CONT FULL TIME	MAINTENANCE & REPAIRS - AUTO CONTRACTUAL SERVICES - OTHER CONTINUING FULL TIME	3,324 100,000 354,080	3,324 100,000 354,080	3,324 94,083 288,633	5,917 65,447	46 100,000 358,887	46 100,000 358,887	- - 91,184	46 100,000 267,703
			<ul> <li>12 REGULAR PAY - OTHER</li> <li>13 ADDITIONAL GROSS PAY</li> <li>14 FRINGE BENEFITS - CURR PERSONNEL</li> </ul>	TERM FULL TIME BONUS PAY DC HEALTH BENEFIT FEES DENTAL PLAN		- - -	25,205 1,890 1,031 498	(25,205) (1,890) (1,031) (498)	<u>-</u>	<u>.</u>	426 197	- (426) (197)
				GROUP LIFE INSURANCE HEALTH BENEFITS MEDICARE CONTRIBUTION	-		165 19,884 4,331	(165) (19,884) (4,331)	- - -	- - -	62 8,847 1,254	(62) (8,847) (1,254)
				MISC FRINGE BENEFITS OPTICAL PLAN RETIREMENT	85,687 - -	85,687 - -	173 8,840	85,687 (173) (8,840)	87,927 - -	87,927 - -	- 66 555	87,927 (66) (555)
	1000	DEDEODMANGE MAN	20 SUPPLIES AND MATERIALS 40 OTHER SERVICES AND CHARGES	RETIREMENT CONTRIBUTION - FICA GENERAL PROF SERVICE FEES & CONTR	2,500 5,000	2,500 5,000	18,429 1,045 4,976	(18,429) 1,455 24	861 5,000	861 5,000	5,361 - -	(5,361) 861 5,000
	1090	PERFORMANCE MANA	<ul> <li>11 REGULAR PAY - CONT FULL TIME</li> <li>12 REGULAR PAY - OTHER</li> <li>13 ADDITIONAL GROSS PAY</li> </ul>	CONTINUING FULL TIME TERM FULL TIME BONUS PAY TERMINAL LEAVE	554,621 - -	554,621 - - -	588,324 0 20,557 7,795	(33,702) (0) (20,557) (7,795)	581,968	581,968	107,564	474,403
			14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES DENTAL PLAN GROUP LIFE INSURANCE	-	- - -	3,343 1,106 324	(3,343) (1,106) (324)	- - -	- - -	508 178 63	(508) (178) (63)
				HEALTH BENEFITS MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	- - 134,218	- - 134,218	68,280 8,494	(68,280) (8,494) 134,218	- - 142,582	- - 142,582	11,065 1,497	(11,065) (1,497) 142,582
				OPTICAL PLAN RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	- - -	353 29,520 35,750	(353) (29,520) (35,750)	- - -	- - -	60 5,378 4,001	(60) (5,378) (4,001)
OFFICE OF HUMAN RIGHTS Total			40 OTHER SERVICES AND CHARGES	OFFICE SUPPORT PROF SERVICE FEES & CONTR	4,000 23,000 1,266,431	4,000 23,000 1,266,431	4,000 20,196 1,260,548	2,804 5,884	4,000 23,000 1,304,271	4,000 23,000 1,304,271	238,265	4,000 23,000 1,066,006
1000 Total 2000 EQUAL JUSTICE PROGRAM	2010	INTAKE	11 REGULAR PAY - CONT FULL TIME	CONTINUING FULL TIME	<b>1,266,431</b> 416,197	<b>1,266,431</b> 416,197	<b>1,260,548</b> 208,342	<b>5,884</b> 207,856	<b>1,304,271</b> 422,429	<b>1,304,271</b> 422,429	<b>238,265</b> 85,504	<b>1,066,006</b> 336,926
			12 REGULAR PAY - OTHER 13 ADDITIONAL GROSS PAY	TERM FULL TIME BONUS PAY	-	-	159,007 8,816	(159,007) (8,816)	-	-	21,236	(21,236)
				HOLIDAY PAY TERMINAL LEAVE	-	-	8	(8)				-
			14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES	-	-	4,488 3,803	(4,488) (3,803)	-	-	919	(919)
				DENTAL PLAN GROUP LIFE INSURANCE	-	-	1,191 221	(1,191) (221)	-	-	329 63	(329) (63)
				HEALTH BENEFITS	-	-	74,972	(74,972)		-	18,596	(18,596)
				MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	100,720	100,720	6,206	(6,206) 100,720	103,495	103,495	1,462	(1,462) 103,495
				OPTICAL PLAN PREPAID LEGAL	-	-	434 421	(434) (421)	-	-	108 106	(108) (106)
				RETIREMENT	-	-	15,205	(15,205)	-	-	4,388	(4,388)
			15 OVERTIME PAY	RETIREMENT CONTRIBUTION - FICA OVERTIME PAY	-	-	26,536 5,024	(26,536) (5,024)	-	-	6,253	(6,253)
	2020	MEDIATION	11 REGULAR PAY - CONT FULL TIME 12 REGULAR PAY - OTHER	CONTINUING FULL TIME TERM FULL TIME	532,832 84,606	532,832 84,606	534,341	(1,509) 84,606	544,850 87,281	544,850 87,281	133,821	411,029 87,281
			13 ADDITIONAL GROSS PAY	BONUS PAY	-	-	18,089	(18,089)	07,201	07,201		-
			14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES DENTAL PLAN	-	-	2,139 1,404	(2,139) (1,404)	-	-	539 354	(539) (354)
				GROUP LIFE INSURANCE	-	-	301	(301)	-	-	78	(78)
				HEALTH BENEFITS MEDICARE CONTRIBUTION	-	-	50,255 7,631	(50,255) (7,631)	-	-	14,639 1,863	(14,639) (1,863)
				MISC FRINGE BENEFITS OPTICAL PLAN	149,420	149,420	- 439	149,420 (439)	154,872	154,872	- 111	154,872 (111)
				PREPAID LEGAL	-	-	421	(421)	-	-	106	(106)
				RETIREMENT RETIREMENT CONTRIBUTION - FICA		-	26,717 32,630	(26,717) (32,630)	-	-	6,691 7,967	(6,691) (7,967)
			<ul><li>40 OTHER SERVICES AND CHARGES</li><li>41 CONTRACTUAL SERVICES - OTHER</li></ul>	PROF SERVICE FEES & CONTR CONTRACTUAL SERVICES - OTHER	5,000 30,000	5,000 30,000	- 14,600	5,000 15,400	5,000 50,000	5,000 50,000	-	5,000 50,000
	2030	INVESTIGATIONS	11 REGULAR PAY - CONT FULL TIME	CONTINUING FULL TIME	2,168,092	1,287,135	1,442,588	(155,453)	,	2,129,119	411,812	1,717,307
			12 REGULAR PAY - OTHER	TEMPORARY FULL-TIME TERM FULL TIME	117,000 194,625	117,000 194,625	- 471,148	117,000 (276,523)	635,317	635,317	60,657	- 574,661
			13 ADDITIONAL GROSS PAY	BONUS PAY	-	378,028	53,228	324,800	,			-
				HOLIDAY PAY TERMINAL LEAVE	-	-	5,108 1,727	(5,108) (1,727)	-	-	9,090	(9,090)
			14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES DENTAL PLAN	-	-	10,960 4,246	(10,960) (4,246)	-	-	3,006 1,172	(3,006) (1,172)
				GROUP LIFE INSURANCE	-	-	794	(794)	-	-	241	(241)
				HEALTH BENEFITS MEDICARE CONTRIBUTION	-	-	228,488 24,122	(228,488) (24,122)		-	67,249 6,657	(67,249) (6,657)
				MISC FRINGE BENEFITS OPTICAL PLAN	616,721	494,043	54,141 1,396	439,902	695,445	695,445	- 387	695,445 (387)
				PREPAID LEGAL	-	-	421	(1,396) (421)	-	-	106	(106)
				RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	-	75,534 103,141	(75,534) (103,141)	-	-	19,200 28,466	(19,200) (28,466)
			15 OVERTIME PAY 20 SUDDIJES AND MATERIALS	OVERTIME PAY	-	-	14	(14)			<i>y</i>	-
			20 SUPPLIES AND MATERIALS	GENERAL OFFICE SUPPLIES	10,000 11,000	10,000 11,000	7,972 10,780	2,028 220	10,000 11,000	10,000 11,000	-	10,000 11,000
			31 TELECOMMUNICATIONS 40 OTHER SERVICES AND CHARGES	TELECOMMUNICATIONS OFFICE SUPPORT	4,000	4,000	1,626 (74,019)	(1,626) 78,019		4.000	_	4,000
			- I I I I I I I I I I I I I I I I I I I	POSTAGE	514	514	-	514	514	514	-	514
			41 CONTRACTUAL SERVICES - OTHER	PROF SERVICE FEES & CONTR CONTRACTUAL SERVICES - OTHER	10,000 290,735	148,131 476,853	144,270 348,971	3,861 127,882	143,219 522,907	143,219 522,907	22,263 31,903	120,956 491,004
	2050	FAIR HOUSING PROGE	<ul><li>11 REGULAR PAY - CONT FULL TIME</li><li>13 ADDITIONAL GROSS PAY</li></ul>	CONTINUING FULL TIME BONUS PAY	13,155	13,155	9,758 553	3,398 (553)	15,742	15,742	4,008	11,734
			13 ADDITIONAL GROSS PAY 14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES	-	-	73	(73)	-	-	31	(31)
				DENTAL PLAN GROUP LIFE INSURANCE	-	-	22 5	(22)	-	-	9 2	(9) (2)
				HEALTH BENEFITS	-	-	1,734	(1,734)	-	-	718	(718)
				MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	3,184	3,184	140 -	(140) 3,184	3,857	3,857	54	(54) 3,857
					3,107	2,101		2,101	2,007	2,027		2,027

FY22 Variance Explanation

							Fiscal Year	Values					
Appropriati	ion			PROGRAM_CODE_TIT SO	OAR		FY22 Sum of Approved	Sum of Revised		FY23 Sum of Approved	Sum of Revised		1
Fund 0100	Program Cod	e Program Name 0 EQUAL JUSTICE PROGRAM	CL_PROGRAM_CODE 2050		CSG CSG Name  14 FRINGE BENEFITS - CURR PERSONNEL	Object Name	Budget	Budget	Sum of Expenditures Sum of Variance	Budget	Budget S	Sum of Expenditures Sum of Variance	FY22 Variance Explanation
0100	200	• EQUAL JUSTICE FROORAM	2030	FAIR HOUSING FROOF	14 FRINGE BENEFITS - CURR FERSONNEL	RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	- -	488 (488 598 (598	´	-	200 (20 231 (23	
			2060	RESEARCH AND COM	41 CONTRACTUAL SERVICES - OTHER 11 REGULAR PAY - CONT FULL TIME	CONTRACTUAL SERVICES - OTHER CONTINUING FULL TIME	200,000 60,044	76,000 60,044	- 76,000 - 60,04	200,000	200,000 62,751	- 200,00 - 62,75	0
			2000	RESEARCH AND COM	14 FRINGE BENEFITS - CURR PERSONNEL 40 OTHER SERVICES AND CHARGES	MISC FRINGE BENEFITS OFFICE SUPPORT	14,888	14,888	- 14,88 5,000 (5,000	15,374	15,374	- 15,37	
			2070	PUBLIC EDUCATION	11 REGULAR PAY - CONT FULL TIME	PRINTING, DUPLICATING, ETC CONTINUING FULL TIME	5,000 989,023	5,000 239,023	- 5,000 363,743 (124,72)	5,000	5,000 1,015,165	- 5,00 159,119 856,04	
			2070	FUBLIC EDUCATION	12 REGULAR PAY - OTHER 13 ADDITIONAL GROSS PAY	TERM FULL TIME BONUS PAY	87,148	87,148	182,399 (95,25) 18,873 (18,87)		87,281	85,981 1,30	
					13 ADDITIONAL GROSS FAT	HOLIDAY PAY TERMINAL LEAVE	-	- -	343 (34) 771 (77	´	-	(2)	2
					14 FRINGE BENEFITS - CURR PERSONNEL		-	-	2,487 (2,48° 1,162 (1,16)	-	-	1,315 (1,31 548 (54	
						GROUP LIFE INSURANCE HEALTH BENEFITS	-	-	249 (24) 48,430 (48,43)	-	-	128 (12 27,403 (27,40	8)
						MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	260,433	260,433	7,852 (7,85) 1,379 259,05	-	- - 270,099	3,411 (3,41	1)
						OPTICAL PLAN	200,433	-	377 (37)	7)	270,099	175 (17	5)
					40 CUIDDI IEC AND MATERIAL C	RETIREMENT RETIREMENT CONTRIBUTION - FICA	2.500	- - 2.500	21,649 (21,649 33,575 (33,575	-	- - 2.500	11,864 (11,86 14,583 (14,58	3)
					20 SUPPLIES AND MATERIALS 31 TELECOMMUNICATIONS	OFFICE SUPPLIES TELECOMMUNICATIONS	2,500	2,500	2,500 - 5,000 (5,000		2,500	- 2,50 -	
					<ul><li>40 OTHER SERVICES AND CHARGES</li><li>41 CONTRACTUAL SERVICES - OTHER</li></ul>	PROF SERVICE FEES & CONTR CONTRACTUAL SERVICES - OTHER	5,000 50,000	5,000 50,000	- 5,000 1,296 48,70	50,000	5,000 50,000	- 5,00 - 50,00	0
			2085	BULLYING PREVENTI	<ul><li>11 REGULAR PAY - CONT FULL TIME</li><li>13 ADDITIONAL GROSS PAY</li></ul>	CONTINUING FULL TIME BONUS PAY	98,947	98,947	49,949 48,999 3,448 (3,443		105,730	28,138 77,59	
					14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES  DENTAL PLAN		-	30 (30 98 (99	9) 3) -	-	62 (6	2)
						GROUP LIFE INSURANCE HEALTH BENEFITS		-	28 (25 5,844 (5,844	<i>'</i>	-	17 (1 3,689 (3,68	
						MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	23,945	23,945	715 (71: - 23,94:	-	- 25,904	371 (37 - 25,90	1)
						OPTICAL PLAN RETIREMENT	-	- -	22 (2: 2,497 (2,49'	2) - 	- -	14 (1 1,407 (1,40	4)
					40 OTHER SERVICES AND CHARGES	RETIREMENT CONTRIBUTION - FICA PROF SERVICE FEES & CONTR	25,000	- 25,000	3,058 (3,058 25,000 -		20,138	1,586 (1,58 - 20,13	6)
		EQUAL JUSTICE PROGRAM Total	2090	LANGUAGE ACCESS (	40 OTHER SERVICES AND CHARGES	PROF SERVICE FEES & CONTR	165,000 6,744,729		41,515 (540 4,962,969 482,37'	74,624	74,624 7,478,614	3,000 71,62 1,315,407 6,163,20	4
		OFFICE OF HUMAN RIGHTS	2070	PUBLIC EDUCATION	<ul><li>11 REGULAR PAY - CONT FULL TIME</li><li>12 REGULAR PAY - OTHER</li></ul>	CONTINUING FULL TIME TERM FULL TIME	-		190,139 (190,139) 77,951 (77,95)	9)	7,470,014		
					13 ADDITIONAL GROSS PAY	BONUS PAY	-	-	3,280 (3,280	))		-	
					14 FRINGE BENEFITS - CURR PERSONNEL		-	-	11,846 (11,84 1,883 (1,88	3)		-	
						DENTAL PLAN GROUP LIFE INSURANCE	-	-	648 (648 151 (15	)		-	
						HEALTH BENEFITS MEDICARE CONTRIBUTION	-	-	37,060 (37,06) 3,793 (3,79)	3)		-	
						OPTICAL PLAN RETIREMENT	-	-	196 (196 8,083 (8,083	3)		-	
		OFFICE OF HUMAN RIGHTS Total				RETIREMENT CONTRIBUTION - FICA	-	-	16,219 (16,219 351,248 (351,248	3)		-	
	2000 Total 300	0 COMMISSION ON HUMAN RIGHTS	3010	HUMAN RIGHTS COM	11 REGULAR PAY - CONT FULL TIME	CONTINUING FULL TIME	<b>6,744,729</b> 346,360	<b>5,445,346</b> 346,360	<b>5,314,217 131,129</b> 291,690 54,670		<b>7,478,614</b> 373,402	<b>1,315,407 6,163,20</b> 72,959 300,44	3
					<ul><li>12 REGULAR PAY - OTHER</li><li>13 ADDITIONAL GROSS PAY</li></ul>	TERM FULL TIME BONUS PAY		-	7,549 (7,54) 9,974 (9,974)		-	14,799 (14,79	
					14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES DC METRO BENEFITS		-	1,440 (1,440 9 (1,440	- ))	-	532 (53	
						DENTAL PLAN GROUP LIFE INSURANCE	-	-	603 (603 164 (164	´	-	51 (5	1)
						HEALTH BENEFITS MEDICARE CONTRIBUTION	-	-	39,889 (39,889 4,165 (4,165		-	11,130 (11,13 1,188 (1,18	
						MISC FRINGE BENEFITS OPTICAL PLAN	83,819	83,819	- 83,819 190 (190	91,483	91,483	- 91,48 61 (6	
						RETIREMENT RETIREMENT CONTRIBUTION - FICA		-	11,501 (11,50 17,630 (17,63)		-	3,648 (3,64 4,198 (4,19	8)
		COMMISSION ON HUMAN RIGHTS Total			41 CONTRACTUAL SERVICES - OTHER	CONTRACTUAL SERVICES - OTHER	15,007 445,186	15,007 445,186	- 15,00° 384,804 60,38°	15,007	15,007 479,892	- 15,00 108,566 371,32	7
		EQUAL JUSTICE PROGRAM EQUAL JUSTICE PROGRAM Total	3010	HUMAN RIGHTS COM	14 FRINGE BENEFITS - CURR PERSONNEL	DENTAL PLAN	113,100	113,100	-		-	204 (20 204 (20	4)
	3000 Total 990	· ·	No Program	No Program	14 FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH RENEELT FEES	445,186	445,186	<b>384,804 60,38</b> 2 (335) 33:	479,892	479,892	108,771 371,12	
	9900 Total	CLOSING Total	NoTrogram	140 I logiani	14 TRIVOL BENEFITS - CORR LEASONNEE	De HEALITI DENEITI TEES	-	-	(335) 33: (335) 33:	5		-	
	100F	Agency Fiscal Operations	120F	ACCOUNTING DIVISIO	11 REGULAR PAY - CONT FULL TIME 14 FRINGE BENEFITS - CURR PERSONNEL	CONTINUING FULL TIME	-	•	(333) 33.	-	-		
					14 FRINGE BENEFITS - CURR PERSONNEL	HEALTH BENEFITS			-	-	- -		
						MEDICARE CONTRIBUTION RETIREMENT			-	-	- -		
	1007777	Agency Fiscal Operations Total				RETIREMENT CONTRIBUTION - FICA			- -	-	-		
0100 Total	100F Total	A FOULL WIGHTER PROCE	2020	The Property of the Property o	11 PEGULAP PAY CONTENTA TRAC	CONTRACTOR TO THE	8,456,346	7,156,963	6,959,234 197,729		9,262,777		4 Agency wide vacancy savings
0200	200	0 EQUAL JUSTICE PROGRAM	2030	INVESTIGATIONS	<ul><li>11 REGULAR PAY - CONT FULL TIME</li><li>12 REGULAR PAY - OTHER</li></ul>	CONTINUING FULL TIME TERM FULL TIME			-	231,962	231,962	39,697 192,26 (1,609) 1,60	9
					14 FRINGE BENEFITS - CURR PERSONNEL	DENTAL PLAN			-	-	-	306 (30 97 (9	7)
						GROUP LIFE INSURANCE HEALTH BENEFITS			-	-	- -	22 (2 6,752 (6,75	2)
						MEDICARE CONTRIBUTION MISC FRINGE BENEFITS			-	56,831	56,831	514 (51	1
						OPTICAL PLAN RETIREMENT			-		-	33 (3 1,851 (1,85	1)
					40 OTHER SERVICES AND CHARGES	RETIREMENT CONTRIBUTION - FICA PROF SERVICE FEES & CONTR			-	- 73,967	- 73,967	2,199 (2,19 - 73,96	7
						TRAVEL - OUT OF CITY TUITION FOR EMPLOYEE TRAINING			-	28,000 10,000	28,000 10,000	- 28,00 - 10,00	
				INVESTIGATIONS	<ul><li>11 REGULAR PAY - CONT FULL TIME</li><li>12 REGULAR PAY - OTHER</li></ul>	CONTINUING FULL TIME TERM FULL TIME	225,289	225,289	147,930 77,355 5,363 (5,36)			-	
					<ul><li>13 ADDITIONAL GROSS PAY</li><li>14 FRINGE BENEFITS - CURR PERSONNEL</li></ul>	BONUS PAY		-	5,108 (5,100 1,334 (1,334	3)		-	
						DENTAL PLAN GROUP LIFE INSURANCE		-	468 (466 121 (12	3)		-	
						HEALTH BENEFITS	-	-	28,461 (28,46			-	

															1
							Fiscal Year V	alues							
Ammonwiation	_		PROGRAM_CODE_TIT	COAD			FY22	Sum of Revised			FY23	Sum of Revised			
Appropriation Fund	Program Code Program Name	CL_PROGRAM_CODE		CSG	CSG Name	Object Name	Sum of Approved Budget		Sum of Expenditures Su	m of Variance	Sum of Approved Budget	Budget	Sum of Expenditures Sur	n of Variance	FY22 Variance Explanat
0200	2000 EQUAL JUSTICE PROGRAM	2030	INVESTIGATIONS	14	FRINGE BENEFITS - CURR PERSONNEL	MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	- 54,520	- 54,520	3,145 (12,553)	(3,145) 67,073				-	
						OPTICAL PLAN	-	-	157	(157)				-	
						RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	-	8,510 13,445	(8,510) (13,445)				-	
				20	SUPPLIES AND MATERIALS	GENERAL	20,000	20,000	-	20,000				-	
				40	OTHER SERVICES AND CHARGES	OFFICE SUPPLIES OFFICE SUPPORT	20,000	20,000	299 80,306	(299) (60,306)				-	
						PROF SERVICE FEES & CONTR	87,715	87,715 36,000	-	87,715				-	
						TRAVEL - OUT OF CITY TUITION FOR EMPLOYEE TRAINING	36,000 95,420	95,420	7,589	28,411 95,420				-	
					CONTRACTUAL SERVICES - OTHER	CONTRACTUAL SERVICES - OTHER IT HARDWARE ACQUISITIONS	30,863 20,000	30,863 20,000	-	30,863 20,000				-	
		2050	FAIR HOUSING PROGI		EQUIPMENT & EQUIPMENT RENTAL REGULAR PAY - CONT FULL TIME	CONTINUING FULL TIME	20,000	20,000	(7,504)	7,504				-	
					FRINGE BENEFITS - CURR PERSONNEL SUPPLIES AND MATERIALS	MISC FRINGE BENEFITS OFFICE SUPPLIES	-	-	(2,227) 615	2,227				-	
					OTHER SERVICES AND CHARGES	PROF SERVICE FEES & CONTR	-	-	7,181	(615) (7,181)				-	
		2085	BULLYING PREVENT		REGULAR PAY - CONT FULL TIME ADDITIONAL GROSS PAY	CONTINUING FULL TIME HOLIDAY PAY	-	-	(136,881) (5,108)	136,881 5,108				-	
					FRINGE BENEFITS - CURR PERSONNEL		-	-	(39,361)	39,361				-	
		2090	LANGUAGE ACCESS ( LANGUAGE ACCESS (		OTHER SERVICES AND CHARGES OTHER SERVICES AND CHARGES	PROF SERVICE FEES & CONTR PROF SERVICE FEES & CONTR	7,020	7,020	_	7,020	7,020	7,020	-	7,020	
	EQUAL JUSTICE PROGRAM Total		LANGUAGE ACCESS	40	OTHER SERVICES AND CHARGES	TROP SERVICE PEES & CONTR	596,828	596,828	106,399	490,429	407,781	407,781		357,920	
	2000 Total						596,828	596,828	106,399	490,429	407,781	407,781	49,861	357,920	Remaining budget authority wi
0200 Total	4000	10.00	10011 000111000				596,828	596,828	106,399	490,429	407,781	407,781	49,861	357,920	available in FY23.
0700	1000 OFFICE OF HUMAN RIGHTS	1060	LEGAL SERVICES		REGULAR PAY - CONT FULL TIME FRINGE BENEFITS - CURR PERSONNEL	CONTINUING FULL TIME DC HEALTH BENEFIT FEES	-	-	43,247 (13)	(43,247) 13				-	
						DENTAL PLAN	-	-	84	(84)				-	
						GROUP LIFE INSURANCE HEALTH BENEFITS	-	-	21 (257)	(21) 257				-	
						MEDICARE CONTRIBUTION	-	-	633	(633)				-	
						MISC FRINGE BENEFITS OPTICAL PLAN	-	- -	27	(27)				-	
						RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	-	(238) 2,708	238 (2,708)				-	
		1090	PERFORMANCE MAN	T. 11	REGULAR PAY - CONT FULL TIME	CONTINUING FULL TIME	-	-	6,736	(6,736)				-	
					REGULAR PAY - OTHER FRINGE BENEFITS - CURR PERSONNEL	TERM FULL TIME	-	-	4,197 33	(4,197) (33)				-	
				14	TRINGE BENEFITS - CORR LERSONNEL	DENTAL PLAN	-	-	21	(21)				-	
						GROUP LIFE INSURANCE HEALTH BENEFITS	-	-	4 1,062	(4) (1,062)				-	
						MEDICARE CONTRIBUTION	-	-	151	(151)				-	
						OPTICAL PLAN RETIREMENT	-	-	7 337	(7)				-	
						RETIREMENT CONTRIBUTION - FICA	-	-	647	(647)				-	
	OFFICE OF HUMAN RIGHTS Total  1000 Total						-	- -	59,409 <b>59,409</b>	(59,409) ( <b>59,409</b> )				-	
	2000 EQUAL JUSTICE PROGRAM	2010	INTAKE		REGULAR PAY - CONT FULL TIME	CONTINUING FULL TIME	-	-	5,934	(5,934)				-	
				14	FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES DENTAL PLAN	-	-	20 9	(20)				-	
						GROUP LIFE INSURANCE	-	-	3	(3)				-	
						HEALTH BENEFITS MEDICARE CONTRIBUTION	-	- -	370 82	(370) (82)				-	
						OPTICAL PLAN	-	-	3	(3)				-	
						RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	-	297 351	(297) (351)				-	
		2030	INVESTIGATIONS		REGULAR PAY - CONT FULL TIME REGULAR PAY - OTHER	CONTINUING FULL TIME TERM FULL TIME	160,564	160,564	97,248 3,203	63,317 (3,203)				-	
					FRINGE BENEFITS - CURR PERSONNEL	DC HEALTH BENEFIT FEES	-	-	178	(178)				-	
						DENTAL PLAN GROUP LIFE INSURANCE		-	127 51	(127) (51)				-	
						HEALTH BENEFITS	-	-	3,159	(3,159)				-	
						MEDICARE CONTRIBUTION MISC FRINGE BENEFITS	- 17,226	17,226	1,354	(1,354) 17,226				-	
						OPTICAL PLAN	-	-	41	(41)				-	
						RETIREMENT RETIREMENT CONTRIBUTION - FICA	-	-	160 5,791	(160) (5,791)				-	
	EQUAL JUSTICE PROGRAM Total						177,790	177,790	118,381	59,409					
0700 Total	2000 Total						177,790 177,790	177,790 177,790	118,381 177,790	59,409				-	1
Grand Total							9,230,964	7,931,581	7,243,423	688,158	9,670,558	9,670,558	1,712,304	7,958,254	1

## Capital LTD Activity and FY2022 - 2027 Planned Allotments - All Capital Funds (excl Intra-District funds)

Project No	Project Title	Implementing Agency	Approp Fund	Agy Fund	Lifetime Budget	LTD Allotments
HM1CMC	OHR'S CASE	HM0	0300	0301	150,000	150,000
	MANAGEMENT			0304	850,000	850,000
Grand Total					1,000,000	1,000,000

LTD Expenditures	Unspent Allotments	LifeTime Balance
0	150,000	150,000
0	850,000	850,000
0	1,000,000	1,000,000

Question 10: Please list, in chronological order, each reprogramming that impacted the agency in FY 22 and FY 23, to date, including those that moved funds into the agency, out of the agency, and within the agency. For each reprogramming, list the date, amount, rationale, and reprogramming number

Reprogramming Number	Local	Local Date Approved		Reason for Reprogramming		
				The funds were needed better to align established resources, such as systems and other costs, to help OHR comply with programs under new and existing laws, address top agency priorities, including agency reorganization,		
	Local operating funds from			enhance supports to better tackle the surge in cases due to COVID, sustain		
	personal to non-personal			ongoing efforts to reduce our existing case backlog, and provide legal		
	services	4/30/2022	600,000.00	training for our enforcement teams.		
	Local operating funds moved to multiple agencies	6/30/2022	(629,611.00)	District Wide Reprogramming		
	Local operating funds from		,	. 5		
	personal services to Paygo			The funds were needed in Paygo Capital to fund Phase 2 and 3 of OHR's		
REPROG-695	Capital	7/31/2022	(150,000.00)	Case Management System		
	Local operating funds	8/31/2022	378,028.00	Reprogramming to cover COLA increases		
	Local operating funds moved					
REPROG24-0125	to multiple agencies	9/30/2022	(897,800.00)	District Wide Reprogramming		

Q11 - Intra District Transfers.xlsx FY22 HM0 Buyer

Seller	Name	Seller Proj/Ph	Title	Amount
AS0	OFRM	L22HM0/03	FY22 AGY RTS	1,387.81
AT0	OFSO	8SAHM2/22	Single Audit	1,699.00
BE0	DCHR	HMBE22/01	SUITABILTY CHECK FOR EMPLOY	1,398.93
JR0	OFFICE OF DISABILITY RIGHTS	IDCASL/22	SLI	3,932.00
TO0	OCTO	2AIMHM/02	MOU-MAINTENANCE& SECURITY	16,908.00
TO0	OCTO	DTHM22/10	DCNET Request Services	5,000.00
TO0	OCTO	DTHM22/10	DCNET Request Services	238.58
	•			30,564.32

## Q11 - Intra District Transfers.xlsx FY22 HM0 Seller

Fund	Project	Ph	Title	Buyer code	Buy name	Index	PCA	Amount
0705	UNPDLE	22	UNIVERSAL PAID LEAVE	CF0	DOES	UPFL1	20100	177,790.06

#### Q11 - Intra District Transfers.xlsx FY23 HM0 Buyer

Project	<b>Project Description</b>	Budget
401115	HM0.RTS MOU	\$12,000.00
401167	HM0.DCHR MOU	\$2,685.15

#### Q12 - Federal Grants.xlsx

Name of Grant	Purpose of Grant	Source	FY22 Budgeted Amount	FY22 Expended	FY23 Budgeted Amount
Equal Employment Opportunity Commission	The Equal Employment Opportunity Commission (EEOC) is authorized by the statute to use the services for State and Local Fair Employment Practices Agencies (EAPAs) to assist in the meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; and, the Genetic Information Nondiscrimination Act of 2008. The EEOC also recognizes the need to ensure the employment rights of individuals granted by Federal, State, and Local anti-discrimination laws.	U.S. Equal Employment Opportunity Commission	312,517.94	15,853.67	187,513.01
Fair Housing Assistance Program	The Fair Housing Assistance Program is used to provide assistance to State and Local fair housing enforcement agencies for compliant processing, training, technical assistance, education and outreach, data and information systems and other activities that will further fair housing within the agency's jurisdiction. The intent of the Fair Housing Assistance Program (FHAP) is to build a coordinated intergovernmental enforcement of fair housing laws and provide incentives for States and localities to assume a greater share of the responsibility for administering fair housing laws.	U.S. Department of Housing and Urban Development	284,310.00	11,998.50	220,267.69

FY23 Expended (YTD Decc 2022)

.

59,279.25



# **OFFICE OF HUMAN RIGHTS**

FY 2022 PERFORMANCE AND ACCOUNTABILITY REPORT

**FEBRUARY 3, 2023** 



#### **CONTENTS**

C	ontents	2
1	Office of Human Rights	3
2	2022 Accomplishments	4
3	2022 Objectives	5
4	2022 Operations	6
5	2022 Strategic Initiatives	8
6	2022 Key Performance Indicators and Workload Measures	11

#### 1 OFFICE OF HUMAN RIGHTS

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

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

#### 2 2022 ACCOMPLISHMENTS

Accomplishment	Impact on Agency	Impact on Residents
Legal Case Processing Doubled After hiring additional attorneys for the legal unit, OHR was able to double its case processing in Q3 and Q4.	Doubling case processing means reducing overall age of a case at OHR.	Residents who were before the Office for a discrimination complaint saw a faster case resolution.
HR/Recruitment OHR recruited, hired and onboarded 20 new FTEs.	Fuller staff allows the agency to work on ensuring cases receive resolution more quickly.	Increase staffing resulted in increased production, which means, more residents are seeing resolutions.
89% of complaints were scheduled for intake within 30 days (all time high in the last 3 years!) OHR was able to schedule intake interviews within 30 days of being assigned to an intake officer in 89% of the cases.	Increased number of complaints being schedule for an intake interview within 30 days means, cases can move forward faster.	Residents who were before the Office for a discrimination complaint saw a faster case resolution.

## **3 2022 OBJECTIVES**

Strategic Objective	Number of Measures	Number of Operations
Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement.	3	5
Provide high quality and efficient adjudication of certified charges filed at the Commission on Human Rights in order to comply with statutory requirements and to improve customer service.	2	2
Provide high quality monitoring of and technical assistance in OHR's compliance programs, including Language Access, Bullying Prevention, and Equal Employment Opportunity policies.	3	6
Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR.	2	3
Create and maintain a highly efficient, transparent, and responsive District government.	11	0

#### 4 2022 OPERATIONS

Operation Title	Operation Description	Type of Operation
	ent resolution of complaints filed at the Office of Humai improve customer service, and strengthen enforcemen	
Investigate	The Human Rights Officer (HRO) in the Investigation Unit will review an assigned Charge of Discrimination docketed and investigate the claims asserted in the Charge. The HRO will interview relevant witnesses and recommend a finding as to whether there is probable cause to believe discrimination may have occurred.	Daily Service
Intake	The Intake Officer will review inquiries (known as Complaint Questionnaire) filed with the Office of Human Rights and determine jurisdiction. If the Office has jurisdiction, the inquiry will be schedule for an intake interview. The Intake Officer will review the information provided during the interview and docket the inquiry as a Charge of Discrimination or dismiss the matter as appropriate.	Daily Service
Mediation	Once an inquiry is docketed as a Charge of Discrimination, the Mediation Unit will schedule a mandatory mediation date. If the matter is resolved at mediation, the case will be closed. If the matter is not resolved, Mediation will forward the case for full investigation.	Daily Service
Legal Review	Once a Human Rights Officer makes a probable cause determination as to whether discrimination may have occurred, the Legal Unit will review the determine for legal sufficiency and forward the matter for the Director's review.	Daily Service
Agency Reorganization	Complete reorganization of enforcement units.	Daily Service
	ent adjudication of certified charges filed at the Comm y requirements and to improve customer service.	nission on Human Rights in
Hold Final Hearings	When the case has completed discovery, the Commission will schedule and hold a final hearing on the merits of the case.	Daily Service
Convene and Support Commission Meetings	The Chief Administrative Law Judge and their team organizes the Commission meetings, which occur on a bi-monthly basis. The Administrative Law Judges will record minutes of the meeting.	Daily Service
	ng of and technical assistance in OHR's compliance pro nd Equal Employment Opportunity policies.	grams, including Language
Community Engagement	Provide outreach and education to the public; Work closely with consultative agencies and community stakeholders.	Daily Service
Enforcement	Assist with identifying pre-investigation intervention solution; Investigate docketed cases of language access complaints; Issue written findings after investigation is completed; Assist non-compliant agencies with systemic corrective actions.	Daily Service

#### (continued)

Operation Title	Operation Description	Type of Operation
EEO Counselors and Officers Training	Provide certification and ongoing training and technical assistance to EEO Counselors and Officers.	Daily Service
Bullying Prevention Policy Oversight	Oversee bullying prevention policy development and compliance and provide training and informal interventions.	Daily Service
Compliance Monitoring and Technical Assistance	Review and monitor each major public contact agency's two-year LA compliance plan; Provide technical assistance such as one-on-one consultations, Language Access Coordinator meetings, and implementing corrective actions.	Daily Service
School Climate Data and Youth Bullying Prevention Project	As a result of a four-year grant from National Institute of Justice (NIJ), in partnership with Child Trends and Office of the State Superintendent for Education (OSSE), the Youth Bullying Prevention Program will collect school climate data, evaluate prevention strategies in schools, and support their efforts to implement evidence based programs to prevent bullying and improve school safety. The grant ends on December 31, 2019.	Key Project

# Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR.

Provide education/training and perform outreach	The Communications & Community Engagement team schedules and conducts training for the public and business community. To ensure awareness and compliance, the Communications & Community Engagement team conducts outreach regarding newly enacted laws or regarding laws under which the Office has seen a rise in claims. Outreach may be provided in the form of targeted trainings, participation at community events and meetings, and educational campaigns.	Daily Service
Issue reports and publications	The Communications & Community Engagement team is responsible for preparing annual reports and publications required by the various statutes that the Office enforces.	Daily Service
LGBTQ Seniors and Seniors with HIV	provide education awareness for LGTBQ seniors and seniors with HIV.	Daily Service

#### **5 2022 STRATEGIC INITIATIVES**

In FY 2022, Office of Human Rights had 7 Strategic Initiatives and completed 100%.

Title	Description	Completion to Date	Update	Explanation for Incomplete Initiative
Enforcement Unit Reor- ganization & Other Agency Reporting Structure Assessment	OHR will complete the reorganization of the Enforcement unity and closely assess the current reporting structures to increase agency accountability and efficiency.	Complete	The staffing component of this goal was accomplished in Q3 of the fiscal year. In Q3 OHR successfully recruited and onboarded 5 new team members to staff the Special Work Assignment Team (SWAT). In Q4, the agency began exploratory efforts to implement Fact Finding conferences.	
Case Backlog Reduction Program	OHR will create a special backlog team and a fact-finding conference team who will focus solely on aged cases. OHR will significantly reduce its case backlog by the end of FY22.	Complete	The staffing component of this initiative I was accomplished in Q3 of the fiscal year. In Q3 OHR successfully recruited and onboarded 5 new team members to fully staff the SWAT team, tasked with reducing the backlog. In Q4, the agency began exploratory efforts to implement Fact Finding conferences.	
Industry Standard Study	OHR will award an outside vendor a contract to successful begin work on the independent assessment study project. OHR will work closely with vendor to assess the progress of the independent assessment study and report to the OCA.	Complete	OHR received the third draft from the vendor (Bayne LLC) in August 2022. The vendor has met with OHR throughout the time of the contract and they have also responded thoroughly and efficiently to our edits, revisions, and requests.	
Outreach and En- gagement	OHR will engage in five to ten outreach events (virtual or in-person based on the District's operating status) to increase public awareness of the agency and the services it provides. This effort will include educating both individuals and the business community.	Complete	This goal was surpassed: OHR engaged in 59 outreach events in FY22, events that increased public awareness of the agency and the services it provides. Events ranged from District-wide events like Capital Pride or H Street Festival, the revamped Human Rights Liaison training, and specialized trainings like that for the DC Superior Courts on transgender and nonbinary rights.	

#### Seniors

OHR will recruit a program specialist who will develop and execute the requirements under the Care for LGBTQ Seniors provision of the Act.

#### Complete

1- OHR appointed an experienced Program Manager (PM) with a nursing and behavioral health background to lead the implementation tasks of the "Care for Seniors" law and developed a preliminary strategic plan for its completion including the review of the Act and development of an outline for the training module. 2-OHR hired a highly skilled training specialist who managed to develop a robust training module on the "Rights and Legal Protections for the LGBTQ Seniors and Seniors with HIV"

#### Racial Equity

OHR will create multi-use, educational resource guides to serve, in its primary purpose, as key learning, takeaway materials for the Office of Racial Equity's government-facing training series. The resource guides will cover Inclusive Language: Race v. Ethnicity, and additional best practice guides related to anti-racism against people that identify as part of the African diaspora, Asian and Pacific Islander, Latin American and Middle Eastern communities. The materials will be published on OHR's website and used as agency-owned resources to be distributed to the public at community outreach events and public bias reduction workshops in which the agency facilitates.

#### Complete

OHR created "Guide to Inclusive Language: Race and Ethnicity" in FY22 and it's currently in the approval process before it is released to the public. The support D.C.'s commitment to racial equity, this guide is meant to aid DC government employees as they engage more regularly in conversations about race, ethnicity, and racial and ethnic equity in the workplace.

Tipped Wage Workers Program OHR will create the sexual harassment prevention training and certify competent trainers to implement it in the tipped wage industry, and develop an online platform for covered entities to file required documentation and information on sexual harassment complaints

Complete

- 1- Sexual Harassment Prevention training module and list of certified trainers: a) OHR established a working group and maintained monthly meetings to consult on the best and most appropriate content for the development of program materials as mandated by the law. b) Created and published a Know-Your-Rights factsheet to raise awareness of the law and how to submit a sexual harassment claim directly to OHR.
- c) Developed a unique training module for sexual harassment prevention in the Tipped Wage Industry and launched it on August 18th, 2022.
- d) Completed and implemented two cohorts of OHR's Sexual Harassment Prevention Train of Trainers including a weekend date to accommodate most schedules: Certified 33 sexual harassment prevention trainers, and published the list on OHR's Website. 2) Develop an Online Self-Service Platform to submit documents and complete certifications. a) OHR developed, tested, and deployed the final version of the Self-Service Online Platform (Phase 1) to track businesses' sexual harassment policy submissions, the number of claims submitted and the role of the alleged harasser in the business, the number of policies distributed to employees, and to write where policies have been posted within the establishment. b) A total of 180 businesses have submitted their documentation and certifications, including a copy of their sexual harassment policy, and 69

businesses have been approved for complying with the requirements of

Percent of Commission on Human

Rights cases pending over 15 months

Down is

Better

48.7%

#### **6 2022 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES**

#### Key Performance Indicators

Nessure	Directional <sup>it</sup>	£ <sup>1</sup> 2020	<7.20th	KY 20th Tatget	, 54 2022 Or	£4202202	r <sup>1</sup> 2022.03	Ed 2012 OA	< 1 20 m	Was 2027 KU Was 5.	Explanation of Unnet AD
Provide high quality and efficient resolnent.	lution of coi	mplaints filed	at the Office	of Human Righ	ts in order to	comply with st	atutory requir	ements, impro	ove customer	service, and streng	gthen enforce-
Percent of docketed cases at the Office of Human Rights scheduled for nediation within 45 days	Up is Better	100%	92.5%	80%	80%	100%	100%	100%	94.9%	Met	
Percent of inquiries filed at the Office of Human Rights scheduled for ntake interview within 30 days of assignment to an intake officer.	Up is Better	74.2%	81.4%	75%	86.5%	95.7%	83.1%	94.5%	89%	Met	
Percent of cases with letters of letermination submitted to Manager or review within 180 days of ssignment	Up is Better	14.2%	15.5%	50%	18.2%	36.4%	21.6%	12.7%	22.1%	Unmet	The agency was build out new and addition staff for its investigat unit which required existing staff to provi trainings, which slowe down the progress for this goal. Additionally agency's focus was or clearing out older cas in FY22, which again detracted from this gof completing investigations within days in every case. It should be noted that despite the added challenges in FY22, this goal is higher that years past.

Provide high quality and efficient adjudication of certified charges filed at the Commission on Human Rights in order to comply with statutory requirements and to improve customer service.

28.6%

13.6%

Met

20%

Legatie .	Qirectionalit	1 2020	7202	72022 Target	72022 ON	72072 OT	12022 OF	72072 QA	72022	Was 2022 Kul Legs.	Explanation of United MOI
Percent of cases assigned to hearing tribunal within 60 days of	Up is Better	91.7%	100%	80%	100%	60%	60%	100%	96.4%	Met	Çt.
proposed decision and order											
Provide high quality monitoring of and Percent of language access cases which receive initial intervention within 30 days	d technical a Up is Better	ssistance in Ol	HR's complian	ce programs, i 90%	100%	uage Access, l	Bullying Preve	ntion, and Equ	100%	nt Opportunity pol Met	one language access complaint was received on December 30, 2021 and it received early intervention early Q2
Percent of informal intervention provided in bullying cases within 30 days of reporting	Up is Better	No Applicable Incidents	100%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	100%	Met	,
Percent of Post-EEO Training Evaluations with an overall rating of 5 out of 5	Up is Better	94%	84.8%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	No data available		Due to several staff transitions within the EEO training program in FY22, we do not have the post-training evaluations available for reporting.
Provide high quality education and aw	areness con	munication to	the public in	order to incre	ase understan	ding of the lav	ws enforced by	y OHR.			
Percent of Human Rights Liaisons that rate the all-day training as "good" or "excellent" in post-training survey	Up is Better	87%	91.3%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	92.86%	Met	
Percent of participants that rate "Know Your Rights" presentations as "good" or "excellent" in post-training survey	Up is Better	Not Available	No Applicable Incidents	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	80%	Met	

#### Workload Measures

Lessine	<12020	<42°0°2°	K 2022 Q1	Ex 2022 Or	< 12022 03	ET 2022 QA	<12022
Intake							
Number of Inquiries Received	1209	972	Annual Measure	Annual Measure	Annual Measure	Annual Measure	1090
Number of Intakes Conducted	618	314	Annual Measure	Annual Measure	Annual Measure	Annual Measure	292
Number of cases processed at intake	New in 2022	New in 2022	288	260	278	270	808
Investigate							
Number of New Docketed Cases	457	341	Annual Measure	Annual Measure	Annual Measure	Annual Measure	361
Number of pending cases	531	521	442	450	362	467	1279
Legal Review							
Number of Letters of Determination Reviewed	70	76	Annual Measure	Annual Measure	Annual Measure	Annual Measure	100
Number of Motions, Reconsiderations, and Requests to Reopen Reviewed	40	91	Annual Measure	Annual Measure	Annual Measure	Annual Measure	224
Number of FOIA Requests Reviewed	80	86	Annual Measure	Annual Measure	Annual Measure	Annual Measure	65
Number of Case Representations - Court	17	13	Annual Measure	Annual Measure	Annual Measure	Annual Measure	11
Number of Case Presentations - Commission	5	17	Annual Measure	Annual Measure	Annual Measure	Annual Measure	29
Number of Hearing Examiner Cases Reviewed	4	3	Annual Measure	Annual Measure	Annual Measure	Annual Measure	2
Number of Compliance Reviews Completed	7	9	Annual Measure	Annual Measure	Annual Measure	Annual Measure	9
Mediation							
Number of Cases Mediated	379	390	Annual Measure	Annual Measure	Annual Measure	Annual Measure	322
Convene and Support Commission Meetir	ngs						
Number of Commission Meetings Per Year	5	5	Annual Measure	Annual Measure	Annual Measure	Annual Measure	6
Hold Final Hearings							
Number of Final Hearings Held	3	2	Annual Measure	Annual Measure	Annual Measure	Annual Measure	12
Number of Pre-Hearing Settlement Conferences Held	0	5	Annual Measure	Annual Measure	Annual Measure	Annual Measure	13
Bullying Prevention Policy Oversight							
Number of Covered Entities under Youth Bullying Prevention Act	244	247	Annual Measure	Annual Measure	Annual Measure	Annual Measure	314
Number of Youth Bullying Prevention Outreach and Education Activities	2	1	Annual Measure	Annual Measure	Annual Measure	Annual Measure	14
Community Engagement							

#### Workload Measures (continued)

				0.	<u></u>		
Heasine	<1202°	<120°2	Ex 2022 Ox	<12022 Q2	< 12022 Q3	<-12022 OA	< 1 <sup>2022</sup>
Number of Meetings with Consultative Agencies	11	2	Annual Measure	Annual Measure	Annual Measure	Annual Measure	4
Number of Community Education/Outreach Activities	43	41	Annual Measure	Annual Measure	Annual Measure	Annual Measure	59
Compliance Monitoring and Technical Assi	stance						
Number of Language Access Coordinator Meetings Held	7	11	Annual Measure	Annual Measure	Annual Measure	Annual Measure	6
Number of LA Trainings to Covered Entities	36	88	Annual Measure	Annual Measure	Annual Measure	Annual Measure	72
Number of Covered Entities under the Language Access Act	61	64	Annual Measure	Annual Measure	Annual Measure	Annual Measure	65
EEO Counselors and Officers Training							
Number of EEO Trainings Held	6	6	Annual Measure	Annual Measure	Annual Measure	Annual Measure	2
Number of Affirmative Action Review Requests	850	905	Annual Measure	Annual Measure	Annual Measure	Annual Measure	860
Number of active certified EEO Counselors and Officers in the District	78	83	Annual Measure	Annual Measure	Annual Measure	Annual Measure	104
Number DC Government Employees Completing EEO Training	New in 2022	New in 2022	Annual Measure	Annual Measure	Annual Measure	Annual Measure	18
Enforcement							
Number of LA Inquiries Received	12	29	Annual Measure	Annual Measure	Annual Measure	Annual Measure	7
Number of Language Access cases resolved	3	4	Annual Measure	Annual Measure	Annual Measure	Annual Measure	9
Provide education/training and perform o	utreach						
Number of Business Training Series	3	0	Annual Measure	Annual Measure	Annual Measure	Annual Measure	0
Number of Human Rights Liaisons Trained	83	47	Annual Measure	Annual Measure	Annual Measure	Annual Measure	143
Number of Overall Outreach Activities	20	41	Annual Measure	Annual Measure	Annual Measure	Annual Measure	59
Number of Fair Housing Outreach Activities	20	39	Annual Measure	Annual Measure	Annual Measure	Annual Measure	38
Number of FCRSA/FCRSHA Outreach Activities	17	22	Annual Measure	Annual Measure	Annual Measure	Annual Measure	18

#### Office of Human Rights FY2023

Agency Office of Human Rights Agency Code HMO Fiscal Year 2023

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

#### Strategic Objectives

Objective Number	Strategic Objective
1	Provide high quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply with statutory requirements, improve customer service, and strengthen enforcement.
2	Provide high quality and efficient adjudication of probable cause cases certified for a hearing in order to comply with statutory requirements and to improve customer service.
3	Provide high quality training and resource materials in OHR's compliance programs, including Language Access, Bullying Prevention, Government EEO, and Creating Safer Spaces Program.
4	Provide high quality education and awareness communication to the public in order to increase understanding of the laws enforced by OHR.
5	Create and maintain a highly efficient, transparent, and responsive District government.

# Key Performance Indicators (KPIs)

Measure	Directionality	FY 2020 Actual	FY 2021 Actual	FY 2022 Target	FY2022 Actual	FY 2023 Targe
1 - Provide high quality and efficient resolution of comrequirements, improve customer service, and strengt				in order to	comply with	h statutor
Percent of docketed cases at the Office of Human Rights scheduled for mediation within 45 days	Up is Better	100%	92.5%	80%	94.9%	80%
Percent of inquiries filed at the Office of Human Rights scheduled for intake interview within 30 days of assignment to an intake officer.	Up is Better	74.2%	81.4%	75%	89%	75%
Percent of cases with letters of determination submitted to Manager for review within 180 of assignment	Up is Better	New in 2022	New in 2022	New in 2022	New in 2022	50%
2 - Provide high quality and efficient adjudication of p statutory requirements and to improve customer serv			or a hearing	g in order t	o comply wit	h
Percent of hearing cases pending over 15 months	Down is Better	47%	48.7%	20%	33.5%	20%
Percent of cases assigned to hearing tribunal within 60 days of proposed decision and order	Up is Better	91.7%	100%	80%	96.4%	80%
3 - Provide high quality training and resource material Prevention, Government EEO, and Creating Safer Spa				ng Languag	ge Access, Bu	ıllying
Percent of informal intervention provided in bullying cases within 30 days of reporting	Up is Better	No Applicable Incidents	100%	80%	100%	80%
Percent of Post-EEO Training Evaluations with an overall rating of 5 out of 5	Up is Better	94%	84.8%	80%	Not Available	80%
Percent of language access cases which receive initial intervention within 30 days	Up is Better	100%	100%	90%	100%	90%
4 - Provide high quality education and awareness con enforced by OHR. (3 Measure records)	nmunication to the	public in ord	ler to incre	ase unders	tanding of th	ne laws
Percent of Human Rights Liaisons that rate the all-day raining as "good" or "excellent" in post-training survey	Up is Better	87%	91.3%	80%	92.9%	80%
Percent of participants that rate OHR educational presentations as "good" or "excellent" in post-training curvey	Up is Better	Not Available	Not Available	80%	80%	80%

Measure	Directionality	FY 2020 Actual	FY 2021 Actual	FY 2022 Target	FY2022 Actual	FY 2023 Target	
Percent of participants that rate OHR business community training as "good" or "excellent" in post-training survey	Up is Better	New in 2023	New in 2023	New in 2023	New in 2023	New in 2023	

# Operations

Operations Title	Operations Description	Type of Operations
	quality and efficient resolution of complaints filed at the Office of Human Rights in order to comply aprove customer service, and strengthen enforcement. (5 Activity records)	with statutor
nvestigate	The Human Rights Officer (HRO) in the Investigation Unit will review an assigned Charge of Discrimination docketed and investigate the claims asserted in the Charge. The HRO will interview relevant witnesses and recommend a finding as to whether there is probable cause to believe discrimination may have occurred.	Daily Service
ntake	The Intake Officer will review inquiries (known as Complaint Questionnaire) filed with the Office of Human Rights and determine jurisdiction. If the Office has jurisdiction, the inquiry will be schedule for an intake interview. The Intake Officer will review the information provided during the interview and docket the inquiry as a Charge of Discrimination or dismiss the matter as appropriate.	Daily Service
Mediation	Once an inquiry is docketed as a Charge of Discrimination, the Mediation Unit will schedule a mandatory mediation date. If the matter is resolved at mediation, the case will be closed. If the matter is not resolved, Mediation will forward the case for full investigation.	Daily Service
egal Review	Once a Human Rights Officer makes a probable cause determination as to whether discrimination may have occurred, the Legal Unit will review the determine for legal sufficiency and forward the matter for the Director's review.	Daily Service
agency Jeorganization	Complete reorganization of enforcement units.	Daily Service
	quality and efficient adjudication of probable cause cases certified for a hearing in order to comply ments and to improve customer service. (2 Activity records)	y with
lold Final learings	When the case has completed discovery, the Commission will schedule and hold a final hearing on the merits of the case.	Daily Service
Convene and upport Commission Meetings	The Chief Administrative Law Judge and their team organizes the Commission meetings, which occur on a bi-monthly basis. The Administrative Law Judges will record minutes of the meeting.	Daily Service
	quality training and resource materials in OHR's compliance programs, including Language Acces ernment EEO, and Creating Safer Spaces Program. (6 Activity records)	s, Bullying
Community Ingagement	Provide outreach and education to the public; Work closely with consultative agencies and community stakeholders.	Daily Service
nforcement	Assist with identifying pre-investigation intervention solution; Investigate docketed cases of language access complaints; Issue written findings after investigation is completed; Assist non-compliant agencies with systemic corrective actions.	Daily Service
EO Counselors nd Officers raining	Provide certification and ongoing training and technical assistance to EEO Counselors and Officers.	Daily Service
sullying revention Policy Oversight	Oversee bullying prevention policy development and compliance and provide training and informal interventions.	Daily Service
Compliance Monitoring and echnical sssistance	Review and monitor each major public contact agency's two-year LA compliance plan; Provide technical assistance such as one-on-one consultations, Language Access Coordinator meetings, and implementing corrective actions.	Daily Service
chool Climate Data and Youth Jullying revention Project	As a result of a four-year grant from National Institute of Justice (NIJ), in partnership with Child Trends and Office of the State Superintendent for Education (OSSE), the Youth Bullying Prevention Program will collect school climate data, evaluate prevention strategies in schools, and support their efforts to implement evidence based programs to prevent bullying and improve school safety. The grant ends on December 31, 2019.	Key Project
	quality education and awareness communication to the public in order to increase understanding (. (3 Activity records)	of the laws

Operations Title	Operations Description	Type of Operations	
Provide education/training and perform outreach	The Communications & Community Engagement team schedules and conducts training for the public and business community. To ensure awareness and compliance, the Communications & Community Engagement team conducts outreach regarding newly enacted laws or regarding laws under which the Office has seen a rise in claims. Outreach may be provided in the form of targeted trainings, participation at community events and meetings, and educational campaigns.	Daily Service	
Issue reports and publications	The Communications & Community Engagement team is responsible for preparing annual reports and publications required by the various statutes that the Office enforces.	Daily Service	
LGBTQ Seniors and Seniors with HIV	provide education awareness for LGTBQ seniors and seniors with HIV.	Daily Service	

# Workload Measures (WMs)

Measure	FY 2020 Actual	FY 2021 Actual	FY2022 Actual
1 - Intake (3 Measure records)			
Number of cases processed at intake	Not Available	Not Available	808
Number of Inquiries Received	1209	972	1090
Number of Intakes Conducted	618	314	292
1 - Investigate (2 Measure records)			
Number of pending cases	531	521	1279
Number of New Docketed Cases	457	341	361
1 - Legal Review (7 Measure records)			
Number of Motions, Reconsiderations, and Requests to Reopen Reviewed	40	91	224
Number of Compliance Reviews Completed	7	9	9
Number of FOIA Requests Reviewed	80	86	65
Number of Letters of Determination Reviewed	70	76	100
Number of Hearing Examiner Cases Reviewed	4	3	2
Number of Case Presentations - Commission	5	17	29
Number of Case Representations - Court	17	13	11
1 - Mediation (1 Measure)			
Number of Cases Mediated	379	390	322
2 - Convene and Support Commission Meetings (1 Measure)			
Number of Commission Meetings Per Year	5	5	6
2 - Hold Final Hearings (2 Measure records)			
Number of Pre-Hearing Settlement Conferences Held	0	5	13
Number of Final Hearings Held	3	2	12
3 - Bullying Prevention Policy Oversight (2 Measure records)			
Number of Covered Entities under Youth Bullying Prevention Act	244	247	314
Number of Youth Bullying Prevention Outreach and Education Activities	2	1	14
3 - Community Engagement (2 Measure records)			
Number of Community Education/Outreach Activities	43	41	59
Number of Meetings with Consultative Agencies	11	2	4

Measure	FY 2020 Actual	FY 2021 Actual	FY2022 Actual
3 - Compliance Monitoring and Technical Assistance (3 Measure records)			
Number of LA Trainings to Covered Entities	36	88	72
Number of Covered Entities under the Language Access Act	61	64	65
Number of Language Access Coordinator Meetings Held	7	11	6
3 - EEO Counselors and Officers Training (4 Measure records)			
Number DC Government Employees Completing EEO Training	Not Available	Not Available	18
Number of Affirmative Action Review Requests	850	905	860
Number of active certified EEO Counselors and Officers in the District	78	83	104
Number of EEO Trainings Held	6	6	2
3 - Enforcement (2 Measure records)			
Number of Language Access cases resolved	3	4	9
Number of LA Inquiries Received	12	29	7
3 - School Climate Data and Youth Bullying Prevention Project (1 Measure)			
Number of bullying prevention policies successfully brought into compliance after initial review	New in 2023	New in 2023	New in 2023
4 - Issue reports and publications (1 Measure)			
Number of Reports Published	New in 2023	New in 2023	New in 2023
4 - Provide education/training and perform outreach (5 Measure records)			
Number of Human Rights Liaisons Trained	83	47	143
Number of Overall Outreach Activities	20	41	59
Number of Fair Housing Outreach Activities	20	39	38
Number of FCRSA/FCRSHA Outreach Activities	17	22	18
Number of Educational Presentations in Business Community and Housing Provider Community	3	0	0

# Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date			
Investigate (	2 Strategic Initiative records)				
Tipped Wage Worker Amendment Act	OHR partnered with OCTO to develop a QuickBase platform to meet the requirements under the law. OHR requested the restoration of \$115,000 in one-time funding for our FY23 budget to build a more robust and more efficient platform.	09-30-2023			
Backlog Reduction Program	OHR will create a a fact-finding conference team who will focus solely on aged cases. OHR will significantly reduce its case backlog by 50% the end of FY23.	09-30-2023			
Issue reports and publications (1 Strategic Initiative)					
Outreach and Engagements	OHR will engage in five to ten outreach events (virtual or in-person based on the District's operating status) to increase public awareness of the agency and the services it provides. This effort will include educating both individuals and the business community.	09-30-2023			

Transaction Amount (FY23)	Cardholder Name	Merchant Name	Transaction Purpose/Justification
, ,	Albert Santiago	IN *A & E	For demolition services at 441 4th St NW Suite 280N-
	_	CONSTURCTION	hearing room build out
	Albert Santiago	TOASTMASTERS INTERNATIONAL	Toastmaster training for Stirling Phillips
\$ 400.00	Albert Santiago	PAYPAL	Office of General Counsel request for a court transcript.
\$ 150.90	Albert Santiago	SHRED-IT USA LLC	Shredding service of sensitive and confidential documents
\$ 240.00	Albert Santiago	IN *IDEAS BLOSSOM & AS	Purchase for OHR's outreach services.
\$ 237.50	Albert Santiago	STICKER MULE	Buttons for OHR's outreach and Human Rights Gala Event.
\$ 5,000.00	Albert Santiago	NATIONAL EMPLOYMENT LA	National Employment Legal Institute Training for 8 OHR staff members
\$ 575.00	Albert Santiago	IN *A & E CONSTURCTION	Office repairs Suite 280N
\$ 389.95	Albert Santiago	SUCCESSORIES	2022 Human Rights Gala Event: 2 crystal awards and a crest reflection.
\$ 500.00	Albert Santiago	CAPITOLBALLROOMCOU NCIL	World AIDS Day Event Sponsorship
\$ 186.75	Albert Santiago	MY M&M	DC Commission on Human Rights Gala
\$ 49.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 32
\$ 49.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 31
\$ 48.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 33
\$ 41.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 11
\$ 38.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 12
\$ 46.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 15
\$ 29.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 21
\$ 33.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 17
\$ 47.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 18
\$ 42.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 19
\$ 39.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 20
\$ 29.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Care 14
\$ 46.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 22
\$ 48.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to metro card 23
\$ 16.00	Albert Santiago	METRO FARE AUTOLOAD	Funds added to Metro Card 25
\$ 146.93	Albert Santiago	WISE GUY NEW YORK PIZZA	OHR Enforcement Unit Human Rights Officers-20 people
\$ 4,836.00	Albert Santiago	WINDOWS CATERING COMPA	Human Rights Gala
\$ 1,475.00	Albert Santiago	TOUCAN PRINTING & PROM	OHR business cards order
\$ 763.00	Albert Santiago	SQ *OPEN CRUMB	OHR open house event
\$ (95.00)	Albert Santiago	SQ *OPEN CRUMB	Open Crumb vendor refund of \$95.00
\$ 272.00	Albert Santiago	IN *IDEAS BLOSSOM & AS	Graphic design services
\$ 170.99	Albert Santiago	SUCCESSORIES	Award for human rights commisioner
\$ 150.00	Albert Santiago	IN *IDEAS BLOSSOM & AS	Graphic design services
\$ 529.25	Albert Santiago	SHRED-IT USA LLC	Confidential shredding services

Question 30: For FY 22 and FY 23, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure. Transaction Amount (FY22) Cardholder Name 1,997.00 Stephanie Franklin 1,997.00 Stephanie Franklin 1,997.00 Stephanie Franklin 363.90 Stephanie Franklin 21.83 Stephanie Franklin 595.00 Stephanie Franklin 595.00 Stephanie Franklin 229.47 Stephanie Franklin 3,002.92 Stephanie Franklin 149.00 Stephanie Franklin 4,104.87 Stephanie Franklin 299.00 Stephanie Franklin 349.00 Stephanie Franklin 349.00 Stephanie Franklin 1,779.92 Stephanie Franklin 45.00 Stephanie Franklin 996.40 Albert Santiago 1,451.67 Albert Santiago 1,568.80 Albert Santiago (996.40) Albert Santiago 1,263.68 Albert Santiago 269.85 Albert Santiago 500.00 Albert Santiago 180.00 Albert Santiago 959.88 Albert Santiago 1,631.75 Albert Santiago 1,759.51 Albert Santiago 351.07 Albert Santiago 45.00 Albert Santiago 240.00 Albert Santiago 848.00 Albert Santiago 98.00 Albert Santiago 98.00 Albert Santiago 1,908.00 Albert Santiago 1,084.97 Albert Santiago 190.00 Albert Santiago 109.00 Albert Santiago 400.00 Albert Santiago 250.00 Albert Santiago 150.00 Albert Santiago (108.00) Albert Santiago 827.50 Albert Santiago 589.50 Albert Santiago 1,683.28 Albert Santiago 150.00 Albert Santiago 800.00 Albert Santiago (46.71) Albert Santiago (48.57) Albert Santiago 4,452.00 Albert Santiago

Transaction Purpose/Justification

Manager, Albert Santiago.

Mediator, Linda Taylor.

Manager, Al Santiago.

Awards event.

Advisor, Ben Case.

at 441 4th St NW.

Advisor, Alexis Applegate.

of the OHR Mediation Unit.

OHR community engagement

Masks for community engagement

Tote bags for community engagement

Tee shirts for community engagement

Tee Shirts for community engagement

Writing Well Webinar

Adobe Account

ShredIT Service

ADOBE Service

DC Bar legal training

DC Bar Legal Training

HOA THINH DON VIET BAO, INC. Newspaper AD for Language Access Progrom

OHR Community Outreach Event

Office support for the Communications Team

OHR Communication Unit-Office Support

Annual renewal for full license access

Employee Name Plates by Gelberg Signs

OHR Language Access Month newspaper ad.

OHR Language Access Newspaper Ad.

OHR Language Access newspaper ad.

Funds were returned for taxes charged

waiver for the event.

Black Pride Month (T-Shirts)

The Green Bee Cafe Food Order for Listening Lab Event. In addition, I have attached the approval food

Black Pride Month (T-shirts, buttons, paper handouts,

Black Pride Month (Rental fee for exhibit table)

Advertisement for Language Access Month in

After learning of purchaser's tax exemption, vendor credit to credit card for tax paid for the purchase.

After learning of purchaser's tax exemption, vendor credit to credit card for tax paid for the purchase.

May 24-26, 2022 & Ethics in Labor and Employment

Electronic Public Access Fee for court records for

Advertisement for Language Access Month in El

For Pride Month and community service outreach-

For Pride Month and Community Outreach-purchased

Furnish and Install 4 new circuits using MC Cable and

For OHR Human Resources Manager-Annual Plan for

Installation of office name plates with plastic frame, applied vinyl text, and adhesive mounted for 9

Scope of work: Preparation and painting of offices

Scope of work: Plumbing Services at OHR Office

Credit to Peard from contracting services from

ADOBE for tax paid in June 15, 2022.

EEOC Training for EOS Tiffany Mane

EEOC Training for EOS Natalie Jones

EEOC Training for EOS Christin Mucci

Manager, Elizabeth Felton

from Planet Depos, LLC

EEOC Training for EOS Pascale Cadelien

This is not a Split transaction. EEOC training is supposed to be paid for per registrant. We cannot

This is not a split transaction. We pay for EEOC training per person. Not allowed to make group

This is not a split transaction. We pay for EEOC training per person. Not allowed to make group

This is not a split transaction. We pay for EEOC training per person. Not allowed to make group

This is not a split transaction. We pay for EEOC

One Day Training on Mediation Ethics for Stirling

OHR OGC Request for a Court transcript Request

Registration fee for Virtual EEOC EXCEL Conference

Registration Fee for EEOC EXCEL Conference for

OHR OGC requested a court transcript from Planet

OHR outreach event at the H Street Festival-vendor

OHR Contract Paper Shredding Service

rental of one tent, a table and 2 chairs.

confidential and sensitive documents.

OHR Community outreach-Button order

Communication Unit.

OHR contract for services the Community &

OHR contract service for paper shredding of

OHR outreach swag item-Tote Bags-Vendor error

with the delivery of the order...Vendor refunded the

OHR outreach swags-Woven fitted Face Masks

and cover base, drywall, disposal of trash...

Brandes S. Ash called "Taking the Bench"

Purchase of Sonoma four Drawer Lateral file

Furniture installation, Material, Labor, and travel fee for

OHR Communication Unit-Creative Cloud All Apps

Maintenance Contractual Service at OHR.

Cancellation Fee from Alltech, LLC

Offices at OHR (Judiciary Square)

General Maintenance Service-Demolition of carpet,

National Judicial College Training course for Judge

One day Mediation Ethics Training for Linda Taylor

One Day Advance EEOC Manager Training for EOS-

employees. (Vendor split the payment and charged the

Creative Cloud All Apps with 100 CB

Washington Hispanic Newspaper.

MID-YEAR EMPLOYMENT LAW

OHR legal unit

Tiempo Latino Newspaper

purchased round buttons

existing breakers for Work stations at the Atrium

Adobe License subscription

Refund from Adobe

#516 & #525

Tuition Payment for legal training course with DC Bar.

Exhibit table rental for a community engagement

Amount credited to the pcard

Negotiation training registration for OHR Mediation

Program on Negotiation training registration for OHR Mediator, Stirling Phillips.

Program on Negotiation training registration for OHR

Printing services of posters and programs for 2021

Printing services of posters and programs for 2021

Commission on Human Rights Award Gala (tax

Practicing Law Institute training registration on Fair

Practicing Law Institute training registration on Fair
Housing Law and Practice for OHR Mediator, Stirling

Award and engraving services for awards given to honorees at the 2021 Commission on Human Rights

Catering services for 2021 Commission on Human Rights Awards event. OCP waiver signed and approved on December 7, 2021 ahead of the event.

registration for OHR Human Rights Officer, Sandy

Agency signage production and installation services at OHR - Satellite Office at 655 15th St NW, 5th Floor.

Stock photography annual subscription for use by OHR Communications & Community Engagement unit for training presentation creation and social media graphics.

National Employment Law Institute training registration

National Employment Law Institute training registration

Agency signage production and installation at OHR HQ

on COVID employment issues for OHR Attorney

on COVID employment issues for OHR Attorney

Toast Masters Membership fees for six months October 1 2021 thru March 6 2022 for Stirling Phillips

Ed2Go Beginning Writer's Workshop training

Housing Law and Practice for OHR Mediation

Commission on Human Rights Award Gala (non-tax

Merchant Name

PROGRAM ON NEGOTIATION

PROGRAM ON NEGOTIATION

PROGRAM ON NEGOTIATION

MINUTEMAN PRESS WASHIN

MINUTEMAN PRESS WASHIN

PLI\*PRCTISNG LAW IN II

PLI\*PRCTISNG LAW IN II

CENGAGE LEARNING, INC

SUCCESSORIES

GELBERG SIGNS

GELBERG SIGNS

CUSTOMINK LLC

CUSTOMINK LLC

CUSTOMINK LLC

CUSTOMINK LLC

CUSTOMINK LLC

CUSTOMINK LLC

GREATER WASHINGTON HIS

ADOBE CREATIVE CLOUD

SHRED-IT USA LLC

ADOBE ACROPRO SUBS

PANERA BREAD #607014

FLEXIQUIZ - NEXTSPARK

ALCHEMER LLC

**GELBERG SIGNS** 

THE KOREA DAILY

ALCHEMER LLC

STICKER MULE

CUSTOMINK LLC

WASHINGTON HISPANIC

CUSTOMINK LLC

CUSTOMINK LLC

PACER800-676-6856IR

STICKER MULE

CUSTOMINK LLC

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS

SQ \*MR CONTRACTING

SQ \*MR CONTRACTING

EEOC MISCELLANEOUS COL

PLANET DEPOS, LLC

EEOC MISCELLANEOUS COL

EEOC MISCELLANEOUS COL

PLANET DEPOS, LLC

SHRED-IT USA LLC

SHRED-IT USA LLC

STICKER MULE

CUSTOMINK LLC

CUSTOMINK LLC

SQ \*ALLTECH LLC

IN \*A & E CONSTURCTION

NATIONALJUDICIALCOLLEG

CAPITAL SERVICES AND S

CAPITAL SERVICES AND S

ADOBE CREATIVE CLOUD

SPECTRUM LLC

HSTREETMAIN

ADOBE PRODUCTS

GELBERG SIGNS

TIEMPOLATINO/PLANETA

90.90 Albert Santiago

465.00 Albert Santiago

222.50 Albert Santiago

949.06 Albert Santiago

2,027.30 Albert Santiago

190.67 Albert Santiago

635.87 Albert Santiago

(188.57) Albert Santiago

1,753.92 Albert Santiago

2,050.00 Albert Santiago

1,500.00 Albert Santiago

(35.99) Albert Santiago

1,200.00 Albert Santiago

1,200.00 Albert Santiago

1,200.00 Albert Santiago

1,200.00 Albert Santiago

450.00 Albert Santiago

150.00 Albert Santiago

150.00 Albert Santiago

870.20 Albert Santiago

800.00 Albert Santiago

800.00

529.42

1,090.57

930.75

387.06

1,768.00

2,475.00

299.00

125.00

4,298.00

570.00

1,114.88

1,161.60

Albert Santiago

NATIONAL EMPLOYMENT LA

THE GREEN BEE CAFE

WASHINGTON CHINESE DAI

TOASTMASTERS RENEW WEB Toastmaster Training

STK\*SHUTTERSTOCK

NATIONAL EMPLOYMENT LA

NATIONAL EMPLOYMENT LA

TOASTMASTERS RENEW WEB



# MEMORANDUM OF UNDERSTANDING BETWEEN OFFICE OF HUMAN RIGHTS AND DEPARTMENT OF HUMAN RESOURCES FOR FISCAL YEAR 2023

#### I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Office of Human Rights ("OHR" or "Buyer Agency") and the Department of Human Resources ("DCHR" or "Seller Agency"), collectively the "Parties."

#### II. LEGAL AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k) (2014 Repl.), and any other applicable District and federal laws, regulations, and policies.

#### III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DCHR administers the District Leadership Program ("DLP"), a program which provides interns with unique opportunities to work on a wide range of practical and developmental projects alongside leading professionals and practitioners. The interns will be able to readily apply these experiences to their future challenges and pursuits.

OHR wishes to utilize one (1) DLP intern to further its mission, goals, and objectives, and provide quality service to the residents of the District of Columbia.

Accordingly, OHR and DCHR are partnering to jointly provide students at the upper undergraduate (juniors or seniors) and graduate levels with valuable internship experiences commencing October 11, 2022, through May 26, 2023, as part of the District Leadership Program.

#### IV. SCOPE OF SERVICES

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

#### A. RESPONSIBILITIES OF SELLER AGENCY

Through the duration of this MOU, Seller Agency shall provide the following services:

- 1. A comprehensive process for the recruitment, assessment, and identification of potential program candidates;
- 2. A learning and development program for DLP interns, which includes orientation, workforce development courses, seminars facilitated by guest speakers, and engagement activities with leaders of District of Columbia government agencies and emerging leaders program participants and alumni;
- 3. Provide Buyer Agency with one (1) DLP intern during the time period covered by this MOU;
- 4. Implementation of Buyer Agency's decisions regarding all intern matters related to recognition, evaluation, and discipline, in accordance with applicable District laws, policies and requirements; and
- 5. Reasonable program guidance to Buyer Agency in support of the selected intern(s), as needed.

#### B. RESPONSIBILITIES OF BUYER AGENCY

In support of the above services, Buyer Agency shall:

- 1. Advance to Seller Agency nineteen thousand, four hundred fifty-five dollars and ninety cents (\$19,455.90) to provide the funding outlined in this MOU to support one (1) intern for the year-round DLP internship program from October 11, 2022, through May 26, 2023;
- 2. Provide Seller Agency information regarding all DLP intern matters related to recognition, evaluation, and discipline;
- 3. Provide details regarding the proposed projects that each DLP intern will be working on; and
- 4. Attend meet and greet sessions, orientation week, and other internship events hosted by other District of Columbia government agencies with assigned DLP interns.

#### V. DURATION OF THIS MOU

The period of this MOU shall be from October 11, 2022, through May 26, 2023, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

#### VI. FUNDING PROVISIONS

#### A. COST OF SERVICES

- 1. The total cost for services under this MOU shall not exceed nineteen thousand, four hundred fifty-five dollars and ninety cents (\$19,455.90), which equals the sum of the salary and fringe benefits to be paid to the DLP intern(s), as well as a DCHR Administrative Fee.
- 2. Funding for services under this MOU for Fiscal Year (FY)2023 shall not exceed the actual cost of services provided, including labor and overhead.

#### B. PAYMENT

- 1. Payment for the services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.
- 2. The advance to Seller Agency for the services to be performed shall not exceed the total amount of this MOU: nineteen thousand, four hundred fifty-five dollars and ninety cents (\$19,455.90).
- 3. The Intra-District advance to Seller Agency shall be made by Buyer Agency within thirty (30) days of execution of this MOU.
- 4. Seller Agency shall submit monthly reconciliations, which may include (1) list of materials and their costs; (2) labor costs including hourly rates and benefits; and, (3) actual cost of overhead.
- 5. Seller Agency shall receive the advance and bill the Buyer Agency through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. Seller Agency shall notify Buyer Agency within forty-five (45) days prior to the end of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days prior to the end of the current fiscal year.

#### C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.05 (2015 Repl. & 2017 Supp.); (iii) D.C. Official Code § 47-105 (2015 Repl.); and, (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

#### VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated and agree to be governed by the Comprehensive Merit Personnel Act, as implemented by the District Personnel Manual.

#### IX. COMPLIANCE AND MONITORING

Seller Agency will be subject to scheduled and unscheduled monitoring reviews by Buyer Agency to ensure compliance with all applicable requirements.

#### X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the request of Buyer Agency or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of Buyer Agency or the relevant District of Columbia government agency in its sole discretion.

#### XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, Seller Agency will return any unused funds after all required fiscal reconciliation, but not later than September 30<sup>th</sup> of the then current fiscal year.

#### XII. NOTICES

The following individuals are the contact points for each Party:

#### Office of Human Rights

Ayanna Lee Human Resources Manager Office of Human Rights 441 4th Street NW, Suite 570 North, Washington, DC 20001 (202) 727-4559

#### **Department of Human Resources**

Darnnella Adams, Human Resources Specialist Department of Human Resources 1015 Half Street SE, Floor 9, Washington, DC 20003 (202) 442-9600

#### XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia government agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01, *et seq.* (2016 Repl.)) to procure the goods or services.

#### XIV. RESOLUTION OF DISPUTES

The Directors for OHR and DCHR, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems in writing for final resolution.

#### XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, maintain, disclose, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with this MOU shall remain the property of OHR.

[signature page follows]

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

OFFICE OF HUMAN RIGHTS		
	10/5/2022	
Hnin Khaing	Date	
Interim Director		
DEPARTMENT OF HUMAN RESOURCES	11/21/2022	
E. Lindsey Maxwell II, Esq.	Date	
Interim Director		

OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA   * * * *	MOU Executive Brief OCTO Division				
OCTO Deputy/Executive:	Program Manager:				
Carol Harrison	Mark McDermott				
Agency:	Dollar Amount:				
DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS (OHR)	\$16,908.00				
Date Submitted:	eMOU#:				
Jun 13 2022 2:30PM	TO0HM0-2022-01814				
OHR DC Rights Tracker (DCRT) App was deployed to production and needs regular maintenance and security patching to keep up with the current recommendations. This MOU covers the cost of performing the regular maintenance, backup, patching and security scan related tasks from July till the end of this Fiscal Year. There will be a new MOU to cover the cost of maintenance for FY23 and so on.					
Risks:  CWITS has suggested a set of security updates to the DCRT ap this MOU puts those tasks on hold and exposes the system to se					
Challenges:					
Urgency: Norma	al X Rush Expedite				





#### MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

#### DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS

AND

# DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

#### FOR FISCAL YEAR 2022

**MOU Number: TO0HM0-2022-01814** 

#### I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS ("OHR or "Buyer Agency") and the DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER ("OCTO" or "Seller Agency"), collectively referred to herein as the "Parties" and individually as "Party."

#### II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

#### III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU covers the cost of production application and server support for the OHR DC Rights Tracker application from July 2022 to September 2022. There will be a new MOU for FY23 costs.

#### IV. SCOPE OF SERVICES

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

#### A. RESPONSIBILITIES OF SELLER AGENCY

Seller agency shall perform the following tasks:

- 1. Application management and maintenance;
- 2. Monthly Application patching to address known vulnerabilities;
- 3. Technical support;
- 4. Minor enhancements to the Application which:
  - 1. fall within the scope of development;
  - 2. do not require underlying architecture change; and
- 5. Address and remediate the security vulnerabilities identified during the last security scan.

#### **B. RESPONSIBILITIES OF BUYER AGENCY**

The Buyer Agency shall perform the following tasks:

- 1. Provide a Point of Contact (POC) for OHR;
- 2. Verify that the Application is operating without issue after each patching cycle; and
- 3. Provide funding for the services the seller agency provides under this MOU.

#### V. DURATION OF MOU

The duration of this MOU shall be for **Fiscal Year 2022**, and shall begin on the last date of execution by the Parties, and shall expire on **Sep 30, 2022**, unless terminated in writing by the Parties prior to expiration pursuant to Section VII of this MOU.

#### VI. FUNDING PROVISIONS

#### A. COST OF SERVICES

The total cost for goods and/or services under this MOU shall not exceed \$16,908.00 for Fiscal Year 2022. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided, based on the rates provided in the budget listed herein:

#### **B. PAYMENT**

- (1) Payment for the goods and/or services shall be made through an Intra-District advance by the Buyer Agency to the Seller Agency based on the total amount of this MOU (\$16,908.00).
- a. Advances to the Seller Agency for the services to be performed and/or goods to be provided shall not exceed the actual costs of the goods or services or the amount of this MOU.
- b. The Seller Agency shall receive the advance and bill the Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU.
- (2) Upon request of the Buyer Agency, the Seller Agency shall provide the Buyer Agency with a listing of itemized services.
- (3) The Seller Agency shall:
- a. Notify the Buyer Agency within forty-five (45) days prior to the close of the fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year; and
  - b. Return any excess advance to the Buyer Agency by September 30 of the current fiscal year.
- (4) In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

#### C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation, and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### VII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

#### VIII. NOTICES

The following individuals are the contact points for each Party:

#### OHR

Mamadou Samba Deputy Director 441 4th Street NW Washington, D.C. 20001

Phone: (202) 519-3340

Email: mamadou.samba@dc.gov

#### **OCTO**

Mark McDermott Program Manager, Application Development and Operations 200 I Street, SE, 5th Floor Washington, D.C. 20003 Phone: (202) 727 5959

Email: mark.mcdermott@dc.gov

#### IX. MODIFICATIONS

This MOU may be modified only upon prior written agreement of the Parties. Modifications shall be dated and signed by the authorized representatives of the Parties.

#### X. CONSISTENT WITH LAW

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

#### XI. COMPLIANCE AND MONITORING

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

#### XII. RECORDS AND REPORTS

The Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the Buyer Agency's request or the request of other officials of the District of Columbia, make these documents available for inspection by duly authorized representatives of the Buyer Agency or other officials of the District of Columbia as may be specified in their respective sole discretion.

#### XIII. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent,

contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

#### XIV. RESOLUTION OF DISPUTES

The Parties' Directors or designees shall resolve all adjustments and disputes arising from services performed under this MOU. The decision of the Parties' Directors related to any disputes referred shall be final. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer, Office of Financial Operations and Systems.

#### XV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

# IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows: DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS Date: Hnin Khaing District OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER Date: Chief Technology Officer Lindsey Parker

#### INTRA-DISTRICT STANDARD REQUEST FORM

Government of District of Columbia

**MOU** TO0HM0-2022-01814 **Date of** 06/21/2022

Number: MOU:

**Buyer Information** 

Agency OHR Agency HM0

Name: Code:

Name of Address: 441 4th Street NW

Contact:

Telephone #: (202) 519-3340 Fax #:

Date:

Signature

**Seller Information** 

Agency OCTO Agency TO0

Name: Code:

Name of Address: 200 I ST, SE WASHINGTON, DC

Contact: 20003

Telephone #: Fax #:

Date:

Signature

**Service Information and Funding Codes** 

GOOD/ SERVICE:

**Buyer** 

AGY YR ORG FUND INDEX PCA OBJ AOBJ GRANT PROJ AG1 AG2 AG3 AMOUNT

Seller

AGY YR ORG FUND INDEX PCA OBJ AOBJ GRANT PROJ AG1 AG2 AG3 AMOUNT

# eMOU Approval History

6/27/2022 12:28:51 PM

# TO0HM0-2022-01814

Step Name	Name	Status Name	Status Date	Comments
MOU Author Review	Nathan Duraisamy (OCTO)	Approved	6/13/2022 2:31:45 PM	

# **NOTIFICATION OF MULTI-AGENCY MOU**

To:	Office of Human Rights (OHR)
From:	Office of Deaf, DeafBlind, and Hard of Hearing (ODDHH)
Date:	December 13, 2022
Re:	Notification of Multi-Agency MOU regarding Sign Language Interpretation (SLI) Services
sign th	emorandum provides notification that ODDHH has requested that the City Administrator e attached multi-agency memorandum of understanding ("MOU") on behalf of your and other buyer agencies.
	the MOU, ODDHH will provide SLI Services to your agency, and your agency will be sible for the following:
0	Establishing an Interagency Project in DIFS, in the amount of \$4,752.00. by January 15, 2023, for SLI services to be provided by ODDHH to your agency. See Section III.A.1-4 of the SLI MOU, which is included as Attachment A to this notice. Compliance with the terms and conditions of the MOU regarding requests for SLI services. See Section II.A-C of the SLI MOU, which is included as Attachment B to this notice.
ODDH 30, 202	IH has requested that the City Administrator sign the MOU on or about Friday, December 22.
	fore, by 5:00 p.m. on Friday, December 23, 2022, please sign and date the form below, and the completed form to Kisha Gore, Chief of Staff, at Kisha.Gore@dc.gov.
Ager	ncy Acknowledgment
	HR understands and agrees to comply with the terms and conditions (including payment nount) of the MOU described above
	or the following reason(s), OHR does not agree with the terms and conditions (or syment amount) of the MOU:

12/22/2022

Date

Signature
Hnin Khaing, Acting Director
Office of Human Rights

# ATTACHMENT A

# III. FUNDING PROVISIONS

# A. PAYMENT AND COST OF SERVICES

- 1. By January 15, 2023, each Participating Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Attachment A of this MOU. The Interagency Project shall be established in a manner that allows ODDHH to directly charge the Project for the costs ODDHH incurs in providing services to the Participating Agency under this MOU.
- 2. ODDHH shall charge the Interagency Project only for the actual cost of services provided under this MOU.
- 3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, ODDHH shall attach, to the Project, documentation that supports the charge, including invoices as applicable.
- 4. ODDHH and a Participating Agency may increase the relevant Interagency Project amount for FY 2023 listed for the Participating Agency in Attachment A by the mutual agreement of ODDHH and the Participating Agency. In addition, an agency not listed in Attachment A may participate in this MOU by the mutual agreement of ODDHH and the agency.

# **ATTACHMENT B**

# II. SERVICES/OBLIGATIONS OF PARTIES

- A. ODDHH shall, upon each request of a Participating Agency, and pursuant to the terms of this MOU, provide (via a private contract vendor) sign language interpretation services (including, if requested, Video Relay Interpreting (VRI)) and/or captioning through Communication Access Realtime Translation (CART) for the Participating Agency for a meeting, conference, training, or other interaction with District residents and consumers who are deaf, deafblind, and hard of hearing. ODDHH shall also, upon each request of a Participating Agency, provide sign language interpretation services and/or CART as a reasonable accommodation for District government employees who are deaf, deafblind, or hard of hearing for meetings, conferences, or trainings.
- B. The following guidelines shall apply to the provision of sign language interpretation and CART services by ODDHH under this MOU:
  - 1. Sign language interpreters and/or CART must be requested by a Participating Agency with at least five (5) business days' notice.
  - 2. Sign language interpreters and CART are not generally available on an emergency/short notice basis.
  - 3. Sign language interpreters are only available for travel within the District.
  - 4. If a Participating Agency cancels a request for a sign language interpreter or CART with less than three (3) days' notice, the Participating Agency shall be responsible for the full cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation or CART services from a Participating Agency falls outside the guidelines described in subsection B of this section II, sign language interpretation and CART services may be sought independently at the Participating Agency's own cost. ODDHH can assist with arranging for these services.

# FY22 MEMORANDUM OF UNDERSTANDING BETWEEN DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES AND OFFICE OF HUMAN RIGHTS

# I. INTRODUCTION

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

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

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

# II. PURPOSE AND INTENT

The Universal Paid Leave Act (the "Act") prohibits interference (D.C. Code § 32-541.10(a)) and retaliation (D.C. Code § 32-541.10(b)), and further the Act provides that:

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

D.C. Code § 32-541.08(e). OHR currently enforces the D.C. FMLA, and as such, OHR will process complaints other than a claim determination under Section 108 of the Universal Paid Leave Amendment Act of 2016 (Act). The intent of this MOU is to establish a collaborative relationship between the Parties for the efficient and effective resolution of paid family leave complaints, other than claims determinations, as required pursuant to D.C. Code § 32-541.08(e) and for execution of the requisite intra-District fund transfer pursuant to D.C. Code §§ 32-551.02(c)(2), (d).

# III. RESPONSIBILITIES OF THE PARTIES

Pursuant to D.C. Code §§ 32-551.02(c)(2), (d) and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

# A. RESPONSIBILITIES OF DOES

# DOES shall:

- 1. Transfer \$1,858,227.00 to OHR via Intra-District advance, in accordance with Section VI.B. of this MOU.
- 2. Provide all Paid Family Leave (PFL) directives, policy statements, requirements, or communications that pertain, in whole or in part, to the paid family leave complaints process or protocols, within 48 hours of finalization or receipt.
- 3. Cooperate with OHR to ensure the proper expenditure of local administrative grant funds consistent with all applicable District of Columbia and federal laws, regulations, directives, policy statements, and requirements.
- 4. Provide claimants' claims files, when requested by OHR, within ten (7) calendar days of receipt of the request.
- 5. Work collaboratively to create a secure transmission mechanism for claimants' claims files.
- 6. Communicate with OHR in a timely manner by responding to all correspondence within twenty-four (24) hours, or the next business day.

# B. RESPONSIBILITIES OF OHR

# OHR shall:

- 1. Receive, review, investigate, hold merits hearings, and resolve all complaints, other than claims determinations, arising under D.C. Code §§ 32-541.10(a), (b).
- 2. In Fiscal Year 2022, as provided in the FY2022 Budget Support Emergency Act of 2021, notwithstanding any other provision in this MOU, OHR may use funds transferred pursuant Section VI for matters other than reviewing and investigating paid family leave complaints pursuant to the Act, provided that it prioritizes use of such funds for reviewing and investigating paid family leave complaints pursuant to the Act.

- 3. Consistent with D.C. Code § 32-541.06(j), develop and deliver educational program for the public through awareness campaign about claims processed by OHR.
- 4. Receive complaints directly from claimants.
- 5. Request claimant's claim file from DOES, if needed.
  - 6. Work collaboratively to create a secure transmission mechanism for claimants' claims files.
  - 7. Compile on a quarterly basis a list of paid family leave complaints received and provide regular updates to DOES regarding the number and types of complaints. The updates shall indicate the type and number of claims filed at OHR and, where necessary, appropriate documentation.

# IV. DURATION OF MOU

A. The period of this MOU shall be from October 1, 2021 through September 30, 2022, unless otherwise dictated by applicable law(s).

# V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k), D.C. Code §§ 32-551.02(c)(2), (d) and any other authority under the Parties' programs.

# VI. FUNDING PROVISIONS

# A. Payment Amount

1. Total payment under this MOU shall not exceed \$1,858,227.00 for FY 2022.

# B. Payment Terms

- 1. DOES shall make the intra-District fund transfer to OHR no later than October 2, 2021.
- 2. OHR will return any excess advance to DOES by October 15, 2022.
- 3. The Parties' Directors or designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

# 1. Anti-Deficiency Considerations

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District to Columbia Anti-Deficiency Act, D.C. Official Code §§47-355.01-355.08, (iii) D.C. Official Code §47-105 (2001), and (iv) D.C. Official Code §1-204.46, as the foregoing statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

# VII. RECORDS AND REPORTS

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

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

# VIII. CONFIDENTIAL INFORMATION

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

# IX. TERMINATION

This Agreement shall terminate on September 30, 2022, unless otherwise required by law.

# X. NOTICE

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

Jeffrey J. Reddig Assistant General Counsel, Office of General Counsel Department of Employment Services 4058 Minnesota Avenue, NE Suite 5800 Washington, DC 20019

Phone: (202) 664-5754

Email: jeffrey.reddig@dc.gov

Hnin Khaing
Interim Director
D.C. Office of Human Rights
One Judiciary Square
441 4<sup>th</sup> Street, NW Suite 570N
Washington, DC 20001
Phone: (202) 741-5865

Email: hnin.khaing@dc.gov

# XI. MODIFICATIONS

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

# XII. MISCELLANEOUS

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

# B. DOES-OHR PROGRAM MEETINGS

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

## OHR MEMBERS

Deputy Director - Mamadou Samba - (202) 951-0387

Interim Director - Hnin Khaing - (202) 679-5797

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

# DOES MEMBERS

Director – Dr. Unique Morris-Hughes
Deputy Director – Monnikka Madison – (202) 698 -3702
Associate Director – Jacob Wong – (202) 445-5632
Attorney for Paid Family Leave Program – Jeffrey Reddig – (202) 664-5754

Department of Employment Services Office of Paid Family Leave 4058 Minnesota Ave, NE Suite 4500 Washington, DC 20019

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

# C. PROCUREMENT PRACTICES ACT

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

Date: 0-8-7

Dr. Unique Morris-Hughes
Director

OHR

Hain Khaing

Interim Director

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

Contract	Monitor:	Josephine	Ansah-Brew
Contract	TVI OIIICOI .	oosepiine	THISWII DICT

Contract Monitor: Josephine Ansah-Brew Q34: Please list each contract, procurement,	and lease entered into or ex	tended by your agency during FY 22 and	FY 23, to date.				1		
FY22 Contracting Party	Nature of Contract	Contract Services	Service End Date	Amount Budgeted	Amount Spent	Term of Contract (Duration)	Competitavely Bid? Y/N)	Contract Monitoring Results	Funding Source
Allison Stull	SingleQuote	Stipend for Summer Intern- OHR Operations Unit	9/30/22	\$ 3,000.00	\$ 2,000.00	October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract	Local
Andean Consulting Solutions International LLC	SmallPurchase	Language Translation & Interpretation Services	9/30/22	\$ 10,000.00		October 1, 2021 to September 30, 2022	Y	Fulfilled the requirements of the contract  Fulfilled the	Local
BURNEY GROUP LLC	SmallPurchase	Architectural Design Sevices - Hearing Room Build Out - 441 Suite 280 North	9/30/22	\$ 9,955.00		October 1, 2021 to September 30, 2022	N	requirements of the contract	Local
Bayne LLC	DCSupplySchedule	Case Processing Industry Standard Study	9/30/22	\$ 74,700.00		October 1, 2021 to September 30, 2022	Y	requirements of the	Local
Brittany Dillman	SingleQuote	Stipend for OGC Summer Law Clerk	9/30/22	\$ 5,500.00		October 1, 2021 to September 30, 2022	N	requirements of the contract	Local
CDW Government, Inc.	SingleQuote	Office 365 Licenses - New & Renewal	9/30/22	\$ 12,890.14		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract Fulfilled the	Local
CDW Government, Inc.	SingleQuote	Adobe Pro Licenses - New	9/30/22	\$ 7,015.40		October 1, 2021 to September 30, 2022	N	requirements of the contract	Local
CHILD TRENDS	SmallPurchase	Bullying Prevention Consulting Services	9/30/22	\$ 25,000.00	\$ 25,000.00	October 1, 2021 to September 30, 2022	N	requirements of the contract	Local
Capital Services and Supplies	DC Supply Schedule	General Office Supplies & Furniture	9/30/22	\$ 24,999.50	\$ 24,999.50	October 1, 2021 to September 30, 2022	V	Fulfilled the requirements of the contract	Local
Carahsoft Technology Corporation	SmallPurchase	DocuSign Licenses for OHR Employees				October 1, 2021 to September 30, 2022	N	runnied the requirements of the	Local
David Kaib	SingleQuote	Research & Consulting Services		\$ 4,631.25		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract	Local
				·		October 1, 2021 to	IN .	Fulfilled the requirements of the	
Dupont Computers	DCSupplySchedule	Printing Services  DCOHR FY22 Computers and Related	9/30/22	\$ 13,950.00		September 30, 2022 October 1, 2021 to	Y	Fulfilled the requirements of the	Local
Dupont Computers	SmallPurchase	Supplies to Support Agency Operations FY22 DCOHR Laptops to Support	9/30/22	\$ 24,999.50	\$ 24,999.50	September 30, 2022	Y	contract Fulfilled the	Local
Dupont Computers	SmallPurchase	Onboarding of New Employees, Contractors & Law Clerks Collaboration in Support of Hispanic	9/30/22	\$ 24,999.90		October 1, 2021 to September 30, 2022	Y	requirements of the contract Fulfilled the	Local
Greater Washington Hispanic Chamber of Commerce	SmallPurchase	Heritage Month Activities & Public Education on "Know Your Rights"	9/30/22	\$ 5,000.00		October 1, 2021 to September 30, 2022	N	requirements of the contract	Local
Hilary Stephanny Escobar	SmallPurchase	FY22 Language Access Intern Stipend - Hilary Escobar	9/30/22	\$ 3,575.00		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract Fulfilled the	Local
Ideas Blossom & Associates LLC	SmallPurchase	Content & Graphic Design Services	9/30/22	\$ 4,000.00		October 1, 2021 to September 30, 2022	N		Local
International Development and Planning, LLC	SmallPurchase	Fair Housing Month Speaker	9/30/22	\$ 1,500.00		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract	Local
Jacks&King Consulting Group	SmallPurchase	Attorney Services for Processing of Discrimination Cases	9/30/22	\$ 7,500.00		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract	Local
Joshua A Bertrand	SmallPurchase	Stipend for Language Access Program Fall Intern	9/30/22	\$ 1,000.00		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract	Local
Julia Mason	SmallPurchase	Attorney Services for the OHR Office of General Counsel	Î	\$ 12,000.00		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the	Local
LEAHSENETH O'NEAL	SmallPurchase	Alternative Dispute Resolution (ADR) Services ( Mediation Services)	9/30/22	,		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the	Local
MB STAFFING SERVICES LLC	SmallPurchase	Temporary Staffing Services - Admin Support for the Investigation Team				October 1, 2021 to September 30, 2022	Y	Fulfilled the requirements of the contract	Local
METROPOLITAN OFFICE PRODUCTS	DCSupplySchedule	General Office Supplies		\$ 24,999.50		October 1, 2021 to September 30, 2022	V	Fulfilled the requirements of the	
		Four Network Multifunction Printer/Copier/Scanner for 441 & 655		,		October 1, 2021 to	Y	Fulfilled the requirements of the	Local
METROPOLITAN OFFICE PRODUCTS	DCSupplySchedule	Location	9/30/22	\$ 24,999.50	,	September 30, 2022 October 1, 2021 to	Y	Fulfilled the requirements of the	Local
Metropolitan Office Products	DCSupplySchedule Districtwide Language Translation &	Equipment Maintenance Agreement	9/30/22	\$6,000	\$6,000	September 30, 2022	N	contract Fulfilled the	Local
Multicultural Community Services	Interpretation Services Contract	FY22 DCOHR Language Translation & Interpretation Services - MCS		\$ 10,000.00		October 1, 2021 to September 30, 2022	Y	requirements of the contract Fulfilled the	Local
Marco Murillo dba/MR Contract	SmallPurchase	Sound Proofing Services for OHR Office room 526 Attorney Services_Legal Support	9/30/22	\$ 7,800.00		October 1, 2021 to September 30, 2022	N	requirements of the contract Fulfilled the	Local
Maria Kachniarz	SmallPurchase	Contractor for the Office of General Counsel	9/30/22	\$ 24,000.00		October 1, 2021 to September 30, 2022	N	requirements of the contract Fulfilled the	Local
Michelle Seyler	SmallPurchase	Attorney Services - Investigation Unit	9/30/22	\$ 24,900.00		October 1, 2021 to September 30, 2022	N	requirements of the contract	Local
Neal R Gross & Company	SmallPurchase	Court Reporting Services for Hearing	9/30/22	\$ 10,000.00		October 1, 2021 to September 30, 2022	N		Local
Nellie Anne Phelan	SmallPurchase	Attorney Services -Investigation Unit	9/30/22	\$ 15,000.00		October 1, 2021 to September 30, 2022	N	Fulfilled the requirements of the contract	Local
Peter H Goldberg	SingleQuote	Alternative Dispute Resolution (ADR) Services	9/30/22	\$ 8,000.00		October 1, 2021 to September 30, 2022	N		Local
Robert L. Davis	SingleQuote	Alternative Dispute Resolution (ADR) Services	9/30/22	\$ 5,000.00		October 1, 2021 to September 30, 2022	N		Local
Ross Professional Services	DCSupplySchedule	Temporary Staffing - Admin Support	9/30/22	\$ 24,999.50		October 1, 2021 to September 30, 2022	Y	Contractor fulfilled the requirements of the contract	Local
Ross Professional Services	DCSupplySchedule	Temporary Staffing Services- Equal Employment Opportunity Investigation Services	9/30/22	\$24,999.50		October 1, 2021 to September 30, 2023	Y		Local
Synergy International Sys, Inc	SmallPurchase	User License Renewal for the Commission's Case Manangement System		\$ 2,088.00		October 1, 2021 to September 30, 2022	N		Local
The Equal Rights Center	SmallProcurement	Language Access Compliance Testing (Secret Shopper model) Front Desk Security Entrance Services	9/30/22	\$ 36,190.00	\$ 36,190.00	October 1, 2021 to September 30, 2022	Y	Fulfilled the	Federal
Veritas Consulting Group, LLC	SmallPurchase	(Installed Door Bell with Camera, Phone, & buzz in )	9/30/22	\$ 5,954.00		October 1, 2021 to September 30, 2022	N	requirements of the contract Fulfilled the	Local
West Publishing Corporation	SmallPurchase	FY22 DCOHR Online Legal Research Services- WESTLAW  FY22 CLEAR Subscription for 5 Users -		\$ 10,848.60		October 1, 2021 to September 30, 2022	N	requirements of the	Local
West Publishing Corporation	SmallPurchase	FY22 CLEAR Subscription for 5 Users - OHR Enforcement Team - Thomson Reuters - West		\$ 5,186.16		October 1, 2021 to September 30, 2022	N	requirements of the	Local

Contract Monitor: Josephine Ansah-Brew

Contract Monitor: Josephine Ansah-Brew

Q34: Please list each contract, procurement, and lease entered into or extended by your agency during FY 22 and FY 23, to date.

V73	_ L7
V 7 3	H.)

	<u>FY23</u>		<u> </u>		т				
Contracting Party	Nature of Contract	Contract Services	Service End Date	Amount Budgeted	Amount Spent	Term of Contract (Duration)	Competitavely Bid? Y/N)	Contract Monitoring Results	Funding Source
								On track to fulfill the	
		Language Translation & Interpretation				October 1, 2022 to		requirements of the	
Andean Consulting Solutions International LLC	SmallPurchase	Services	9/30/23	\$ 20,000.00		September 30, 2023	v	contract	Local
Andcan Consulting Solutions international Elec-	Smain dichase	Betvices	7/30/23	\$ 20,000.00	5 5,761.77	September 50, 2025	1		Local
								On track to fulfill the	
						October 1, 2022 to		requirements of the	
CDW Government, Inc.	SingleQuote	Office 365 Licenses - New & Renewal	9/30/23	\$ 12,922.00	\$ 12,922.00	September 30, 2023	N	contract	Local
								On track to fulfill the	
						October 1, 2022 to		requirements of the	
Child Trends	SmallPurchase	Bullying Prevention Consulting Services	9/30/23	\$ 25,000.00		September 30, 2023	N	contract	Local
		Dunying Trevenien consuming corvices	3780728	<del>* 20,000.00</del>	ψ 20,000.00	5 6 7 6 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		On track to fulfill the	Local
						October 1, 2021 to		requirements of the	
Carahsoft Technology Corporation	SmallPurchase	DocuSign Licenses for OHR Employees	9/30/23	\$ 10,248.00		September 30, 2023	N	contract	Local
						•			
								On track to fulfill the	
Constituent Services Worldwide Public Benefit						October 1, 2021 to		requirements of the	
Corporation	SingleQuote	Managers Retreat Facilitation Services	9/30/23	\$ 3,945.20	\$ 3,945.20	September 30, 2023	N	contract	Local
						•			
								On track to fulfill the	
						October 1, 2021 to		requirements of the	
Joshua Bertrand	SingleQuote	Stipend for Language Access Program Intern	9/30/23	\$ 3,000.00		September 30, 2023	N	contract	Local
						*		On track to fulfill the	
		Attorney Services for Processing of				October 1, 2021 to		requirements of the	
Jacks&King Consulting Group	SmallPurchase	Discrimination Cases	9/30/23	\$ 24,999.90	\$ 2,375.00	September 30, 2023	N	contract	Local
								On track to fulfill the	
		Attorney Services for the OHR Office of				October 1, 2021 to		requirements of the	
Julia Mason	SmallPurchase	General Counsel	9/30/23	\$ 24,999.90	\$ 14,280.02	September 30, 2022	N	contract	Local
								On track to fulfill the	
		Attorney Services_Legal Support Contractor	0.42.0.42.0			October 1, 2021 to		requirements of the	L
Maria Kachniarz	SmallPurchase	for the Office of General Counsel	9/30/23	\$ 24,999.90	\$ -	September 30, 2023	N	contract	Local
						October 1, 2021 to		On track to fulfill the	
Michelle Seyler	SmallPurchase	Attorney Services - Investigation Unit	9/30/23	\$ 24,999.90		September 30, 2023	N	requirements of the	Local
Wichene Seyler	Siliani di chase	Attorney Services - Investigation Unit	9/30/23	\$ 24,999.90	\$ 10,030.30	September 50, 2025	IN	contract	Local
		T				0 1 1 2021		On track to fulfill the	
D: 11 T 1 1		Temporary Staffing Services - General	0/20/22	Φ 05 000 00		October 1, 2021 to	37	requirements of the	r 1
RizeUp Technology	Option Years Contract	Clerical Support - Investigation Team	9/30/23	\$ 85,000.00	\$ 5,516.94	September 30, 2023	Y	Contract On track to fulfill the	Local
		User License Renewal for the Commission's				October 1, 2021 to		requirements of the	
Synergy International Sys, Inc	SmallPurchase	Case Manangement System	9/30/22	\$ 2,088.00		September 30, 2023	N	contract	Local
Synorgy mornational sys, me	omain arenase	case Wanangement System	9130122	Ψ 2,000.00	Ψ 2,000.00	50, 2023	11	On track to fulfill the	Local
		Language Access Compliance Testing				October 1, 2021 to		requirements of the	
The Equal Rights Center	Option Years Contract	(Secret Shopper model)	9/30/22			September 30, 2023	Y	contract	Local
1 6			, , , , , , , , , , , , , , , , , , ,			1		On track to fulfill the	
		FY22 DCOHR Online Legal Research				October 1, 2021 to		requirements of the	
		1 122 Beetin elime Legar Research				0000001 1, 2021 00		requirements of the	



# F21

District of Columbia Office of Human Rights

ANNUAL REPORT



WE'ARE GOVERNMENT OF THE DISTRICT OF COLUMBIA MAYOR

# TABLE OF CONTENTS

- **3** Note from the Interim Director
- **5** Our Mission
- **Two Arms of OHR**
- **8** Community Engagement
- **10** Education
- **14** Enforcement
- **19** Compliance Programs
- 23 Look Ahead

# NOTE FROM THE INTERIM DIRECTOR

# Dear Residents, Neighbors, and Friends:

As an immigrant who came to DC as a child and as a civil rights attorney, I am proud to serve the people of the District of Columbia as the Interim Director of the Office of Human Rights (OHR). Prior to this role, I served as OHR's General Counsel as well as the agency's Deputy Director. Over the last two years, OHR's work has expanded significantly and during my tenure, I'm committed to ensuring OHR can grow and thrive with the expansion. In doing so, I am devoted to supporting our staff, improving our systems, and reconnecting with the communities we serve so that OHR can continue to support our residents, neighbors, and friends no



matter where you live, what language you speak, or whom you love.

The last two years exposed the existence and prevalence of deeply entrenched, systemic racism in our nation. Our communities have stood up in solidarity and demanded change. As we vow to make change, we know there is hard work ahead and we must work together to realize the change we envisioned. It is in these types of historical moments that the work of OHR, and that of similar offices around the nation, is more critical and more impactful than ever.

The Office of Human Rights is charged with enforcing the District's anti-discrimination laws and its mission is to eradicate discrimination, to increase equal opportunity, and to protect the civil rights of individuals that live in, work in, or visit the District. However, there is more to OHR than enforcement. OHR's holistic approach to achieving its mission includes our commitment to justice, equity, and inclusion through community engagement, public education, partnerships, and equity programs designed to remove barriers. These social equity programs include: the Language Access Program, the Youth Bullying Prevention Program, and the Fair Chance Support Program. In FY21, we added the sexual harassment training compliance program for the tipped wage industry. In FY22, we've added non-discrimination training for seniors living with HIV and LGBTQ+ seniors in long-term care facilities. These two training programs fall under the newly-named "Creating Safer Spaces Program." Additionally, we worked toward building out our role in the Racial Equity Achieves Results Amendment Act of 2020.

Although the year brought many challenges to our personal and professional lives, we knew it was more important than ever to continue OHR's work. In FY21, OHR processed 1,059 initial inquiries of discrimination, docketed 331 cases of discrimination, issued 303 decisions, resolved 185 cases that resulted in approximately \$2.6 million in monetary settlements to complainants, prosecuted nine cases after probable cause findings, and closed nine more cases through our evidentiary hearing process. I am proud to add that for FY21 and to date, 93% of docketed cases are scheduled for mediation within 45 days. I am delighted to report that there were 61 Gender Neutral Bathroom cases open in May 2021 and OHR was able to close all of them by the end of the fiscal year.

In Fiscal Year 2022, OHR has been working hard and we are making even more progress with added staff, expanded programs, frequent conversations with community partners, and efforts to finetune our systems. In the words of the late, great Dr. King, "For when people get caught up with that which is right and they are willing to sacrifice for it, there is no stopping point short of victory."

Yours in service,

**Hnin Khaing** 

4

# **OUR MISSION**

The District of Columbia Office of Human Rights (OHR) works to eradicate discrimination, increase equal opportunity, and protect the human rights of individuals who live in, work in, or visit the District of Columbia. The agency enforces local and federal civil rights laws by providing a cost-free legal process to those who believe they have experienced discrimination. This includes investigating, mediating, and where probable cause is found, prosecuting private sector cases for a formal hearing on the merits.

# The DC Human Rights Act of 1977, as Amended

The District of Columbia Human Rights Act of 1977 (the Act) prohibits discrimination in employment, housing, public accommodations (including government services), and educational institutions based on 21 protected traits. The table below illustrates the break-down of the applicable protected traits by enforcement area. The Act—one of the most progressive anti-discrimination laws in the nation—allows individuals who believe they have experienced discrimination to file complaints with OHR and receive damages or remedies if a violation is found following a hearing.

# 21 Protected Traits Under the Human Rights Act



- Race
- Color
- Religion
- National origin 4.
- 5. Sex
- 6. Age
- Marital status 7.
- 8. Personal appearance

- 9. Sexual orientation
- 10. Gender identity or expression
- Family responsibilities
- 12. Political affiliation
- 13. Disability
- 14. Familial status
- 15. Sources of income



- Race 1.
- 2. Color
- Religion 3.
- **National Origin** 4.
- 5. Sex
- 6. Age
- 7. Marital status
- Personal appearance 8.
- Sexual orientation 9.
- 10. Gender identity or expression

- Family responsibilities
- 12. Political affiliation
- 13. Disability
- 14. Matriculation
- Genetic information 15.
- 16. Credit Information
- DVSOS (status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking)



- 1. Race
- 2. Color
- 3. Religion
- 4. National Origin
- 5. Sex
- 6. Age
- 7. Marital status
- 8. Personal appearance
- 9. Sexual orientation
- 10. Gender identity or expression

- 1. Family responsibilities
- 12. Political affiliation
- 13. Disability
- 14. Matriculation
- 15. Familial status
- 16. Sources of income
- 17. Place of residence or business
- 18. Status as a victim of an intrafamily offense



PUBLIC
ACCOMMODATIONS
AND GOVERNMENT
SERVICES

- 1. Race
- 2. Color
- 3. Religion
- 4. National Origin
- 5. Sex
- 6. Age
- 7. Marital status
- 8. Personal appearance
- 9. Sexual orientation
- 10. Gender identity or expression

- 11. Family responsibilities
- 12. Political affiliation
- 13. Disability
- 14. Matriculation
- 15. Familial status
- 16. Source of income
- 17. Genetic information
- 18. Place of residence or business

# **Additional Laws Enforced by OHR**

In addition to the DC Human Rights Act of 1977, OHR enforces numerous local laws, including:

- 1. DC Family & Medical Leave Act of 1990
- 2. Parental Leave Act of 1994
- 3. Language Access Act of 2004
- 4. Youth Bullying Prevention Act of 2012
- 5. Unemployed Anti-Discrimination Act of 2012
- 6. Fair Criminal Record Screening Amendment Act of 2014
- 7. Protecting Pregnant Workers Fairness Act of 2014
- 8. Fair Credit in Employment Act of 2016
- Fair Criminal Record Screening for Housing Act of 2016
- 10. Universal Paid Leave Amendment Act of 2017
- Employment Protections for Victims of Domestic Violence, Sexual Offenses, and Stalking Amendment Act of 2018
- 12. Tipped Wage Workers Fairness Amendment Act of 2018
- 13. Racial Equity Achieves Results Amendment Act of 2020
- Care for LGBTQ Seniors and Seniors with HIV Amendment Act of 2020
- 15. Strengthening Reproductive Health Protections Amendment Act of 2020

The agency also oversees the four compliance programs: Language Access Program, Fair Chance Initiative, Creating Safer Spaces Program, and the Citywide Youth Bullying Prevention Program.

# **Education and Outreach**

OHR also proactively seeks to end discrimination in the District through community engagement, educational campaigns and initiatives, and by identifying and investigating practices that may be discriminatory. Additionally, OHR conducts and participates in research and studies pertinent to its mission. In FY21, OHR was involved with the following research projects: Transgender and Nonbinary Experiences of Employment Discrimination, Fair Housing Testing Based on Source of Income, and the District Government Transgender and Non-Binary Employment Study Act of 2020.

This report details our work in each of these activities.

# THE TWO ARMS OF OHR

The driving principle behind OHR's work is that all people deserve the opportunity to achieve their full potential free of discrimination. To prevent discrimination and address it when it occurs, OHR's work has two arms and is concentrated into four areas:

# **Proactive Arm**

Under the Proactive Arm, OHR enforces human rights in the District through Director's inquiries, conducts educational campaigns and initiatives, engages in research, advocates for the practice of good human relations and mutual understanding, and oversees the implementation of various compliance programs. The Proactive Arm includes Engagement and Education.

### **COMMUNITY ENGAGEMENT**

Our team designs informational campaigns and conducts extensive outreach to proactively prevent discrimination and creatively educate and engage the public on civil rights laws in the District.

# **EDUCATION**

Our team curates policy, educational materials, research-based publications, and other resources that inform businesses, employers, social service providers, and communities so they can better understand how civil rights laws impact and apply to their daily lives.

# **Responsive Arm**

Under the Responsive Arm, OHR investigates, prosecutes, and adjudicates complaints filed under the aforementioned local laws. The Responsive Arm includes Enforcement and our Compliance Programs.

### **ENFORCEMENT**

Individuals who believe they experienced discrimination in the District of Columbia can initiate a two-part process with OHR: 1) probable cause determination through investigation and 2) public hearing if probable cause is found. Our staff will mediate and investigate the complaint cost-free and after a public hearing, make a determination that can result in damages being awarded. OHR's attorneys will prosecute the probable cause cases to a full hearing, unless the case is resolved prior to the hearing.

## **COMPLIANCE**

Our programs build the capacity of District agencies and government grantees to ensure equal access to services (Language Access Program), public safety (Creating Safer Spaces), healthy educational environments for youth (Bullying Prevention Program), and more.

# COMMUNITY ENGAGEMENT

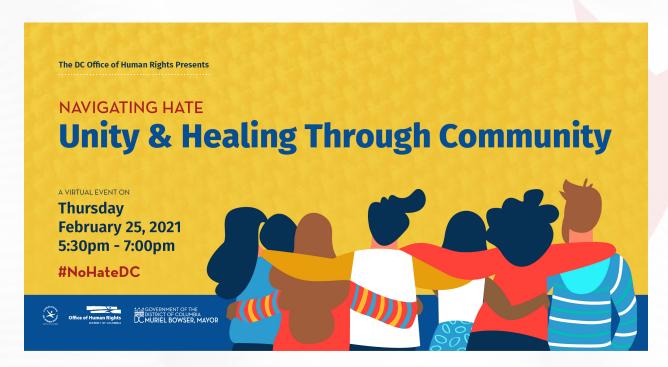
The DC Office of Human Rights Community Engagement team strives to be proactive in the fight against illegal discrimination. Because the pandemic made it nearly impossible to conduct in-person outreach, we used existing as well as built new relationships with credible organizations that serve populations vulnerable to experiencing discrimination. We collaborated with several organizations, including the DC Department of Employment Services (DOES), Court Services and Offender Supervision Agency (CSOSA), Metropolitan Police Department (MPD), DC Department of Human Services (DHS), and the Mayor's Office on Returning Citizen Affairs (MORCA). Through this outreach, we were able to present on fair chance laws, employment, housing, and public accommodations discrimination, as well as, sexual orientation and gender identity and expression discrimination, educating vulnerable communities on their rights.

# **FY21 Outreach by the Numbers**

- 43 community events and trainings conducted
- Over 1,000 people reached in all 8 Wards
- 47 Human Rights Liaisons trained from 20+ service organizations
- Average number of stakeholders reached through monthly newsletter and business eBlasts: 1,700



Due to the pandemic, limits on in-person outreach again hampered our ability to reach communities throughout the city. Despite these setbacks, we were committed to reaching the public through virtual sessions, social media content, and speaking as panelists hosted by our community and government partners.



# **FY21 HIGHLIGHTS**

# **ANC Outreach**

In FY21, OHR made a concerted effort to conduct outreach to Advisory Neighborhood Commissions (ANCs), with the goal of spreading information about OHR's services and protections to communities throughout the city. This outreach included tailored trainings at ANC meetings, as well as individual presentations to ANC commissioners so they could spread that information to their constituents. OHR completed outreach to ANCs in all eight wards of the city. OHR conducted 11 presentations to ANCs and each audience averaged about 30 people.

# OHR Office Hours with DC Public Library

In collaboration with DC Public Library (DCPL), OHR offered two "Office Hours" in FY21 at the beautifully renovated Martin Luther King Jr. Memorial Library. The goal of the series was to create a safe, accessible space where people could ask questions of our experienced staff, file a complaint on the spot, and seek additional city resources. We strongly believe in meeting people where they are, and people may feel intimidated coming to government office building or courthouse, especially when dealing with a potentially traumatic experience such as discrimination. OHR looks forward to continuing this series with DCPL once things return to normal and more in-person community engagement is permitted.

# **Navigating Hate Event**

In collaboration with the DC Office of the Attorney General's High School Advisory Council, OHR and the Commission on Human Rights hosted the virtual event "Navigating Hate: Unity and Healing Through Community" on February 25, 2021. The evening had a powerful agenda to dissect and process the compounding tragedies over the previous year and to convey hopes for transforming the present and future.

Together, attendees reflected on the cultural and political landscape with the goal of inspiring DC youth to shape their own futures. As navigating hate requires teamwork across industries, the distinguished panelists included community leaders and professionals whose life work focuses on social equity and progress.

# **Panelists included:**

- Linda Litweiler, Mental Health Counselor, DC Public Schools
- George E. Rice III, Founder of The Rebound
   4 Success Institute, Coach, Educator
- Briana Strachan Cleveland, Director of Volunteer Engagement, Martha's Table
- Shyheim Snead, Manager, Strategy and Partnerships, United Way of Coastal Fairfield County
- Moderated by High School Advisory Council (HSAC) Student Cedric Missouri

# **EDUCATION**



# Resources

# **Enforcement Guidance**

OHR began issuing these guidance documents in FY16 to answer frequently asked questions and to provide additional information and examples to the general public and parties appearing before OHR.

In FY21, OHR released one enforcement guidance that was focused on the COVID-19 Support Emergency Amendment Act.

Enforcement Guidance 21-01: COVID-19 Support Emergency Amendment Act (CSEA) Guidance revised August 25, 2021

# **OHR Monthly Newsletter**

The monthly newsletter is sent by email to OHR's entire listserv of individuals who have attended OHR events, have been trained by OHR, or who have subscribed through our website. The newsletter covers current topics in civil and human rights, defines distinct protected traits covered by the District's local Human Rights Act, and lists local events and initiatives in DC related to human rights, as well as a personal note from the Director on the climate of human rights in the District. In FY21 specifically, these newsletters provided critical health and COVID-19 information related to the District's operations, testing, vaccinations and much more.

Over the course of FY21, OHR reached an average of 6,000 stakeholders each month through the series and has continued it into FY22. To sign up to receive the monthly OHR Newsletter, visit the OHR website at <a href="https://ohr.dc.gov/page/mail">ohr.dc.gov/page/mail</a>



# Research

# Transgender and Nonbinary Experiences of Employment Discrimination

In FY21, OHR continued its equity research work regarding employment experiences and impediments for transgender and nonbinary applicants and employees in the District. Expanding on its 2015 report "Qualified and Transgender", the agency focused its new research on analyzing additional resume testing results, conducting a homegrown survey, and holding focus groups during the public health emergency. OHR will issue a comprehensive report in FY23 and the report will use three different types of data collected from the following:

# 1. Resume Testing

In 2018, OHR conducted a second installment of resume testing for gender discrimination against transgender and nonbinary job applicants. This experiment expanded upon the methodology of OHR's 2015 testing by introducing a nonbinary applicant while testing both gender signaling variables for this gender identity.

# 2. Online Survey

In Fall 2020, OHR conducted the DC Transgender and Nonbinary Employment Survey to understand transgender and nonbinary community members' experiences with hiring and employment in the District. The purpose of this survey was to better understand barriers to employment, hiring discrimination, workplace harassment and discrimination, and how the aforementioned impacts DC's transgender and nonbinary community.

# 3. Focus Groups (NEW in FY21)

In order to enrich the survey's quantitative data with qualitative data, and to amplify the voices of the most vulnerable members of the trans and nonbinary community, OHR conducted four focus group in early Summer 2021. The populations of the focus groups were black trans women, trans women of color, trans and nonbinary people of color, and trans and nonbinary people over the age of 35. In order to improve trust with the participants and interpretation of the results, a pair of facilitators from the trans and nonbinary

communities of color led each focus groups. In addition, a mental health counselor attended each group, to be available in case anyone needed emotional support due to the nature of the topic. There were 21 total participants in the focus group and they provided invaluable information on experiences of employment discrimination in the trans and nonbinary communities in the District. The report on transgender and nonbinary experiences of employment discrimination is due to be released in FY22.

# **Fair Housing Testing Based on Source of Income**

In FY21, OHR conducted the first part of its housing study with the assistance of the Equal Rights Center (ERC). ERC is a civil rights organization that identifies and seeks to eliminate unlawful and unfair discrimination in housing, employment, and public accommodations. ERC's core strategy for identifying discrimination is civil rights testing. The goal of the FY21 study was a preliminary study to understand the existence of source of income discrimination at select properties in the District through email-based and phone-based tests. In FY22, OHR will conduct a larger follow-up study to explore the prevalence of source of income discrimination in the District. The FY21 and follow-up studies are intended to inform potential Director's Inquiries and depict the fair housing landscape in DC.

# District Government Transgender and Non-Binary Employment Study Act of 2020

Throughout FY21, OHR had an active role in the Gender Identity Study Working Group led by the DC Department of Human Resources. The District Government Transgender and Non-Binary Employment Study Act of 2020 - D.C. Code § 1–607.62 – requires a study of employment data, hiring and recruitment practices, and workplace climate in District government agencies in relation to people who are transgender or nonbinary. Additionally, the Act requires a review of District government agencies' transgender and non-binary inclusion policies, including policies developed under the Human Rights Act, an evaluation of how agencies have implemented such policies, and how transgender and nonbinary employees experience the polices.

# **Trainings**

# **Overview of Training Topics**

The DC Office of Human Rights offers a wide variety of trainings that educate and inform people about their protections in the District. These include a Know Your Rights training that provides a basic overview of OHR and the local and federal anti-discrimination laws we enforce, a comprehensive Fair Housing training, Employment Discrimination Awareness training, LGBTQ Discrimination training, Reasonable Accommodations training, Public Accommodations training, Language Access training, and Bullying Prevention training. Additionally, we take on special requests for trainings in which we tailor our content to have the maximum impact and relevance for the audience.

**OHR Training for Government Audience in FY21** 

	Number of Sessions	Number of Attendees	Торіс
DOES Project Empowerment	2	120	Fair Criminal Record Screening Amendment Act (FCRSA) and Fair Criminal Record Screening for Housing Act (FCRSHA)
CSOSA Criminal Justice Action Network	1	100	FCRSA and FCRSHA
MORCA Staff Training on Fair Chance Laws	1	20	FCRSA and FCRSHA
MOAPIA Staff Training on OHR Laws + Process	1	18	General overview of OHR and protected traits
DHS Provider Training on OHR Laws + Process	1	50	Fair housing and housing protections in DC

# **EEO Counseling Program**

In the District government, employees and applicants for employment are required to undergo an informal resolution process with an EEO Counselor before filing a formal complaint of discrimination with OHR. Claims of sexual harassment or DCFMLA are not required to go through EEO Counseling, those claims can come directly to OHR. Pursuant to the DC Human Rights Act (HRA) and its accompanying regulations at 4 DCMR § 100 et seq., in FY16, OHR developed and launched an EEO Counseling and Officer Certification Program. The purpose of the program is to provide tailored and comprehensive training to the District's EEO Counselors and Officers through a rigorous three-day training

curriculum that covers District EEO laws, DCFMLA, and best practices for conducting EEO counseling. To continue the best practice exchanges and dialogue beyond the structured training courses, OHR also added a quarterly EEO Counselor Lunch and Learn Series.

The Program is offered two times a year in the spring and fall. Each cycle offers three day-long trainings (each offered two or three times to maximize attendance). OHR maintains a list of certified EEO Counselors and Officers, which can be found at <a href="https://ohr.dc.gov/page/EEOcounselors">https://ohr.dc.gov/page/EEOcounselors</a>

There were **six** EEO training sessions held in FY21 and **189** EEO Counselors and Officers were trained.

# Dates of training:

- 12/2/20
- 12/10/20
- 12/16/20
- 5/25/21
- 5/26/21
- 5/27/21

# **Human Rights Liaison Training**

The Human Rights Liaison (HRL) Training is OHR's flagship training program in which we invite social service organizations to participate in an in-depth training covering all things OHR. This training is a stakeholder engagement project that provides training on all OHR processes and the laws enforced by our agency. The goal is to better equip direct service providers in diverse communities to better identify potential discrimination against their clients and file complaints with OHR.

OHR held **three** HRL trainings and trained **47** Human Rights Liaisons in FY21.



# **ENFORCEMENT**



# **Investigation and Adjudication Process at OHR**

Individuals who believe they have been subjected to discrimination in employment, housing, public accommodations, or educational institutions in the District may file a complaint online or at the OHR office. The complaint process is cost-free and does not require an attorney. Here is what an individual can expect when filing a complaint with OHR:

**STEP** 

# **FILING**

When an individual experiences discrimination in the District, they can file a formal complaint with OHR within one calendar year of the incident. The complaint can be filed by completing a questionnaire which can be submitted in person at OHR, by mail, or though OHR's website at <a href="https://">https://</a> ohr.dc.gov/service/file-discrimination-complaint

### **INTAKE INTERVIEW**

After the initial complaint questionnaire is submitted, OHR conducts an intake interview and determines whether it has jurisdiction to investigate the case. Details about the alleged incident will also be gathered during the interview.

## **MEDIATION AND INVESTIGATION**

If OHR has jurisdiction, it will docket the case and send it to a mandatory mediation session, at which the parties will work with an OHR mediator in an attempt to find an agreement that can quickly resolve the case.

If an agreement cannot be reached in mediation, OHR will launch a full investigation, which can include interviewing witnesses and reviewing relevant documents and policies.

# **LETTER OF DETERMINATION**

After a legal sufficiency review, the Director will determine if there is probable cause to believe discrimination occurred and if so, the case will undergo mandatory conciliation. If the conciliation fails, the case will be certified for a full hearing on the merits before an Administrative Law Judge (ALJ).

# **FINAL DECISION**

Once a case has been certified for a hearing, the assigned ALJ will issue a scheduling order for an evidentiary hearing on the merits. After the evidence has been provided, the ALJ will issue a recommended decision on whether the respondent has violated the law at issue. In private sector cases, the recommended decision will go before a tribunal of Commissioners; in public sector government cases, the recommended decision will go to the Director of OHR. If a violation is found, the final decision will include all applicable damages and relief for the complainant.

# **OHR Enforcement Numbers**

Discrimination inquires are the completed complaint questionnaires received by OHR from members of the public. Inquiries can be made through online submission of a complaint form on OHR's website, by hand delivery, or by mail to the OHR office. All inquiries are subject to a jurisdictional review.

Total Inquiries Received 1,059

Total Docketed Cases 331

# **Docketed Cases By Statute (FY21)**

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

Statute	Number of Cases
The DC Human Rights Act of 1977	270
The DC Language Access Act of 2004	8
The Fair Criminal Record Screening Amendment Act of 2014	11
The DC Family and Medical Leave Act of 1990	22
The Protecting Pregnant Workers Fairness Act of 2014	15
The Unemployed Anti-Discrimination Act of 2012	1
The Fair Credit in Employment Amendment Act of 2016	1
The Youth Bullying Prevention Act of 2012	0
The Fair Criminal Record Screening for Housing Act of 2016	3
TOTAL DOCKETED CASES	331

# **Docketed Cases By Protected Trait and Enforcement Area (FY21)**

Of the 331 complaints docketed in FY21, some were filed with more than one protected trait. Therefore, the protected traits below do not equal the total number of cases docketed. Fields shaded in gray indicate that the particular trait is not protected under the Human Rights Act for that area type.

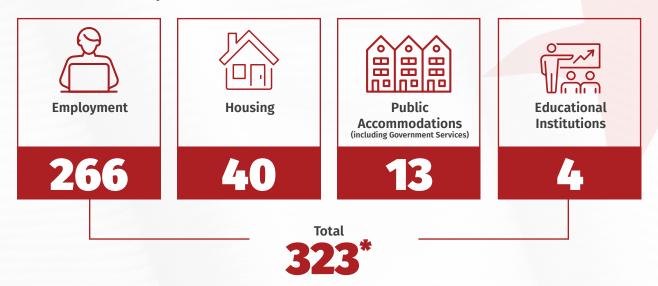
\*Indicates the traits in the table below that are protected by Federal law or cross-filed, with HUD or EEOC, where applicable.

The most often cited protected traits in FY21 docketed cases were sex, race, and disability.

FY21 Docketed Cases by Basis

Protected Trait	Employment	Housing	Public Accommodations (incl Government Services)	Educational Institutions	TOTAL BY TRAIT
Age*	34	1	0	0	35
Color*	3	0	3	0	6
Credit Information	1	0	0	0	1
Disability*	41	11	7	1	60
Familial Status	0	3	0	0	3
Family Responsibilities	13	0	0	0	13
Gender Identity & Expression*	3	3	0	0	6
Genetic Information	0	0	0	0	0
Marital Status	3	0	0	0	3
Matriculation	0	0	0	0	0
National Origin*	16	3	1	0	20
Personal Appearance	8	0	1	0	9
Place of Residence or Business	0	0	0	0	0
Political Affiliation	0	0	0	0	0
Race*	68	10	5	1	84
Religion*	6	2	0	1	9
Sex*	84	3	0	1	88
Sexual Orientation*	10	1	0	0	11
Source of Income	0	12	0	0	12
Status as a Victim of an Intrafamily Offense	0	0	0	0	0
Status as a Victim of Domestic Violence, Sexual Offense or Stalking	2	0	0	0	2
Retaliation (not a protected trait)	107	2	1	0	110

# **FY21 Docketed Cases by Enforcement Areas**



Employment was the most common enforcement area under which FY21 cases were docketed.

# Mediation

Complaints of discrimination filed with OHR must go through a mandatory mediation process. An OHR mediator works with both parties to assist them in finding a mutually agreeable resolution. Agreements can be monetary, or can include other reparations such as job reinstatement, employee training, or changes in business practices.

Cases mediated and closed by the mediation program include both cases docketed in each fiscal year as well as cases carried over from the previous fiscal period.

FY21 Mediation & Conciliation N	lumbers
Total Cases Mediated	185
Percentage of cases settled	47%
Total Amount Awarded in Settlements	Approx. \$2.6M

# **Cases Closed After Probable Cause Finding**

In FY21, nine cases were closed after probable cause finding: five were closed by the Commission,

and four were DC government cases closed by the Administrative Law Judges. Complainants that had cases closed after a probable cause finding achieved monetary relief over \$156,000 (including over \$85,000 in attorneys' fees). Moreover, complainants achieved injunctive relief such as reinstatement to positions, appointment to jobs, restored benefits and seniority, and other relief.

Remedies Mandated Under Final Orders in FY21					
Approved Settlements	\$48,500				
Compensatory Damages	\$2,000				
Back Pay	\$21,471				
Civil Penalty	\$500				
Attorney's Fees	\$85,231				

Redacted decisions can be found on our website at ohr.dc.gov/commission/decisions. In FY21, 11 new cases were certified to the Commission and by the end of the fiscal year (September 30, 2021), there were 15 cases pending at the Commission.

<sup>\*</sup> The total is lower than the total docketed cases because there were 8 complaints docketed under the Language Access Act which are not reflected in these four Enforcement Areas.

# **About Post Probable Cause Hearing**

# I. The Commission on Human Rights

The Commission currently comprises 11 Commissioners, who are nominated by the Mayor and confirmed by the DC Council. Each Commissioner is appointed to a three-year term without compensation. The Commission is tasked with rendering final decisions on cases after full evidentiary hearings, which are held by the Administrative Law Judges at OHR.

In FY21, the Commission was composed of the following public commissioners:

- Motoko Aizawa, Chairperson
- Wynter Allen
- Dr. Maria Burnett
- Eleanor Collinson
- Brian Griffey
- Lauren Lowery

- Adam Maier
- Karen Mulhauser
- Teri lanine Quinn
- Anika Simpson
- Timothy Thomas

In private sector cases, where probable cause is found by OHR, the case will undergo conciliation, which is a final attempt to encourage resolution. If no resolution is reached, the case is certified to the Commission on Human Rights (COHR), which has the primary function of adjudicating private sector discrimination complaints, other than DCFMLA complaints. An Administrative Law Judge (ALJ) holds evidentiary hearings after certification and recommends findings to a tribunal of three Commissioners, who will accept or modify the findings. The Commission also hears appeals under the Criminal Background Checks for the Protection of Children Act and the DC Children and Youth Safety and Health Act.

# **II. Administrative Law Judges**

The Administrative Law Judges are appointed by OHR and COHR to act as independent hearing examiners in cases certified for a hearing after OHR finds probable cause. In public sector cases against the government, an ALJ will hold the evidentiary hearing and recommend findings to the Director, who will accept or modify the findings.

The ALJs and the Commission continue to operate remotely, holding virtual meetings and hearings, offering flexibility to move cases forward.

## **Commission Chair Motoko Aizawa's Note:**

The Commission is made of volunteers. We volunteer because we are dedicated to the idea that no District residents or visitors should suffer discrimination in employment, housing, education, or public accommodation. We are proud of the DC Human Rights Act, which enumerates 21 protected traits that must not be used as a basis for discrimination, and is one of the most progressive human rights laws in the nation.

I began my tenure as the Chair as the fiscal year was rolling in and the pandemic continued to rage in the District. While the Commission was performing its core function of adjudicating complaints under the DC Human Rights Act, I and many

Commissioners felt we wanted to strengthen our role. Having served in the Commission since 2012, and being mindful of its 50th anniversary in July 2021, I had hoped to accomplish and celebrate many things during my first year as Chair but I quickly learned everything had its own pace during the pandemic.

So, we resolved to focus on closing cases, particularly the older cases. Overall, the Commission had a productive year in FY21 and I look forward to returning to this space next year to report on our adjudication work and new initiatives.



# COMPLIANCE PROGRAMS

# \*NEW\* Sexual Harassment Prevention Training Compliance in Tipped Wage Industries

The Tipped Wage Workers Fairness Amendment Act requires District employers who hire individuals earning tips as wages to inform their employees about their rights and benefits. Some of the laws providing these rights are enforced by OHR and others are enforced by the Department of Employment Services (DOES). OHR is responsible for:

- Developing the sexual harassment training and certifying a list of providers who may provide such training;
- 2. Ensuring businesses are complying with the law and providing sexual harassment training to owners, managers, and employees.
- 3. Building a platform for businesses to report on their compliance with the training, as well as their sexual harassment policy and the number of sexual harassment complaints received and related details.



In FY21, OHR achieved great milestones in implementing the training compliance program. OHR:

- Actively participated in the Tipped Wage Council;
- Developed a fact sheet on the law, called "Got Tips? Got Rights," which includes a QR code to take readers directly to OHR's website and how to submit a claim and anonymous tips directly to OHR, using the unique email address, tipsdc@dc.gov. The document is available in: Amharic, Spanish, Chinese, Korean, Vietnamese, and French;
- Developed the sexual harassment training content, in partnership with a working group of legal advisors, community advocates, and service providers; and
- Created an online platform on OHR's website for businesses to register and submit documentation.

# **Language Access Program**

The Language Access Act of 2004 (LAA) requires District government programs and departments to provide greater access and participation in public services, programs, and activities for residents of the District of Columbia with Limited or No English Proficiency (LEP/NEP). The Language Access Program, housed within OHR, exists to eliminate language-based discrimination. The Program enables DC residents, workers, and visitors to receive equivalent information and services from the DC government, regardless of what language they speak. The Program's scope includes all District agencies that come into contact with the public, and it supports these agencies in providing translation and interpretation services for customers who are LEP/NEP.

# **Program Highlights:**

- All 38 covered agencies with major public contact completed their Biennial Language Access Plans (BLAPs), thus providing a guideline for improvement in the next two years.
- Language Access Coordinator Roundtable meetings were conducted as an additional effort by the
  coordinators: Agencies were able to share viewpoints and experiences to better adapt language
  access to the public health emergency.
- Increase in the number of agencies' websites with multilingual access: Agencies improved upon their multilingual accessibility by developing Language Support Pages. Webpages related to COVID-19 were emphasized.
- Development of the Grantee Manual and increase in number of trainings for funded entities.
- **Immediately intervened to increase access** during the pandemic and recommended language access protocols to citywide COVID-19 website updates.
- **Conducted telephonic language access testing:** During the pandemic the Language Access Program focused on testing the accessibility of District agencies telephone systems. Telephone calls are a major communication method for the LEP/NEP community to access services.

# **Language Access in FY21: The Numbers**

	OHR	Citywide
Number of encounters* with LEP/NEP customers	2,722	278,578
Number of calls for telephonic interpreter	2,672	239,235
Number of languages spoken by customers	25	98
Number of vital documents translated	83	5,269
Number of trainings done by Language Access team	91 (includes 5 ANC meetings)	N/A
Number of people trained by Language Access team	1,720	N/A
Docketed cases with the Language Access Act	8	N/A

<sup>\*</sup> Encounters include telephonic interpretation, Video Remote Interpreting, and bilingual staff encounters.

# **Fair Chance Initiative**

OHR enforces the Fair Criminal Record Screening Amendment Act of 2014, which aims to prevent unlawful screening of a job applicant's criminal background, and the Fair Criminal Record Screening for Housing Act of 2016, which prevents unlawful screening of a housing applicant's criminal background. OHR accepts and investigates complaints that allege violations of the law, and when violations are found, penalties can be imposed. In FY21, there were eleven complaints docketed under the Fair Criminal Record Screening Amendment Act of 2014 and three complaints docketed under the Fair Criminal Record Screening for Housing Act of 2016.

In addition to enforcing these laws, OHR engages returning citizens to inform them of their rights and to inquire about issues they face. Charles Thorton, Special Assistant to the Director of OHR, is the program lead on our Fair Chance Initiative. By conducting outreach, the Fair Chance Initiative raises awareness of applicable laws, monitors conditions of confinement, and builds partnership with organizations in the criminal justice system. Ultimately, this work provides opportunities and removes barriers for the incarcerated and formerly-incarcerated residents of DC. As highlighted in the in the Education section, OHR also provides recurring outreach with Department of Employment Services (DOES) Project Empowerment, the Mayor's Office of Returning Citizens Affairs (MORCA), Court Services and Offender Supervision Agency (CSOSA), and the Federal Bureau of Prisons (FBOP).

# **Voting Rights for Incarcerated Residents from DC**

Mayor Bowser introduced emergency legislation in 2020 that allowed incarcerated residents of DC to register and vote in all federal and local facilities housing DC residents and OHR was involved in these efforts. As a result, over 1000 incarcerated residents at the Central Detention Facility (CDF) and the Federal Bureau of Prisons were registered to vote. In addition, the first-ever Advisory Neighborhood Commissioner for incarcerated residents at CDF (ANC7F07) was elected.

# **United Nations Congress on Crime Prevention and Criminal Justice**

On March 7, 2021, Charles Thornton led the session "Preparing Formerly Incarcerated Returning Citizens as Part of the Crime Prevention Solution" at the 14th United Nations Congress on Crime Prevention and Criminal Justice. This event was virtually based in Kyoto, Japan but streamed all over the world. The presentation gave global audiences a glimpse of how our Returning Citizen model in the District changes lives everyday. Kudos to Charles for all of the many hats he wears and his tremendous commitment and legacy of work in creating fair opportunities for returning citizens everywhere. Mr. Thornton has spent years advocating for returning citizens; his work within and outside of OHR is both inspiring and instrumental.

# **CityWide Bullying Prevention Program**

The Youth Bullying Prevention Act of 2012 (YBPA) requires all schools and youth-serving agencies in the District of Columbia to investigate all reports of bullying and determine whether they are consistent with the definition of bullying contained in the YBPA, and, if so, address the behavior to ensure that it does not continue. Best practice dictates that schools and agencies also immediately address the needs of the student who is being targeted, or who feels that they are being targeted. Even a student whose experience is not determined after investigation to meet the YBPA's definition of bullying may still experience trauma and require additional support. The Citywide Youth Bullying Prevention Program (YBPP) – created in June 2013 and housed at OHR – aims to reduce incidents of bullying across the District by emphasizing prevention and proper procedures for responding when incidents occur.

During FY21, OHR worked closely with its long standing partner, Child Trends, a national research organization to focus on key components of programmatic work. The work included the review of policies submitted by youth-serving agencies for approval, addressing requests for training and technical assistance, and the publication of newsletters with tools and resources to aid in creating a productive and safe school environment. For more information on the published resources, visit <a href="https://dx.dc.gov/page/bullyingprevention">ohr. dc.gov/page/bullyingprevention</a>.

In July 2021, OHR published its <u>School Year 2019 and 2020 report</u> on school climate and the impacts of COVID on bullying prevention. The following were its key findings:

- The COVID-19 pandemic disrupted schools' implementation of the YBPA. Only 12 schools reported receiving allegations of bullying after schools switched to virtual learning in March 2020.
- Not even 25 percent of DC's schools are fully compliant with the YBPA's four requirements. This
  marks an improvement from our SY 2017-2018 analysis but suggests that schools need continued
  support to become fully compliant.
- Rates of bullying are largely steady and remain lower than national averages. According to data from the 2019 Youth Risk Behavior Survey, the percentage of students experiencing in-person bullying in high school (12.7%) and middle school (32.0%) remained statistically unchanged, as did the percentage of middle school students experiencing cyberbullying (13.5%), while the percentage of high school students experiencing cyberbullying (10.6%) slightly increased.

# LOOKING AHEAD

OHR is proud of its FY21 accomplishments, and looks forward to our continued work in advancing even more civil rights protections in the years ahead. Looking ahead in FY22, OHR has several priorities and goals. OHR is making concerted efforts with supporting workers in the tipped wage industries and supporting Mayor Muriel Bowser's racial equity work. In order to better understand and serve the needs of various vulnerable communities, OHR is re-launching its Listening Labs and has scheduled five different sessions in FY22. OHR also plans to expand its outreach to communities often targeted for discrimination, including Black Americans, linguistic minorities, transgender and nonbinary communities, individuals with disabilities, and many more. As OHR grows, it is working on bringing more accountability, clear responsibility areas, hierarchy, and structure to the agency. In FY22, OHR hopes to increase efficiency and streamline systems by reducing the backlog, completing the new case management system, and conducting an independent industry standard study. Lastly, OHR will continue to refine its complaint processing to help ensure those who file complaints of discrimination receive thorough and timely investigations.





441 4th Street NW Suite 570N Washington, DC 20001 Phone (202) 727-4559

ohr.dc.gov





# **Attachment Q71**

Q71 – Report and Recommendations of the Committee on Government Operations and Facilities on the Fiscal Year 2022 Budget for agencies Under Its Purview

In response to and consistent with the instructions in Question #71 in the Committee's Performance Oversight Hearing (POH) Questions, OHR provides progress updates on select matters in the Council's policy recommendations in the FY22 Budget Report, which were not addressed in the questions submitted by the Committee.

# POLICY RECOMMENDATIONS

**Recommendation No. 1**: The Committee expects the Office to maintain regular contact with the Committee regarding the use of its one-time enhancements for engaging temporary professional staff to process backlogged cases, for additional temporary staff to confront a likely surge of cases as public places reopen following COVID-19- related closures, and for final improvements to the new case management system, and outcomes thereof.

<u>UPDATE</u>: OHR maintained regular contact with last year's Committee and expects to do the same during FY23 with the new Committee on Public Works and Operations.

**Recommendation No. 2**: The Committee is reallocating operating funds to OHR on a recurring basis to support three FTEs who will help ensure rapid and efficient case processing: one Enforcement Manager, one Attorney Advisor, and one Equal Opportunity Specialist Investigator. The Committee expects OHR and COHR to fill all open positions and newly funded positions promptly to ensure effective fulfillment of their existing responsibilities.

<u>UPDATE</u>: OHR is grateful to the Committee for the support and is happy to announce that in FY22, we onboarded one Enforcement Manager, one Attorney Advisor and an Equal Opportunity Specialist Investigator to support our enforcement teams.

**Recommendation No. 3**: The Committee encourages the Office to work with the Council and Chief Financial Officer to resolve the hold on the Office's use of paid leave enforcement funding for other enforcement purposes. In the meantime, the Office's intake paperwork regarding leave violations should be separated from standard employment discrimination forms to avoid confusing language about discriminatory acts.

**UPDATE**: OHR is currently working on updating all of its intake questionnaire forms.

**Recommendation No. 4**: The Committee encourages OHR to maintain robust two-way communication between executive management, division leads, line staff, and the Council to promote a unified purpose and job satisfaction.

<u>UPDATE</u>: In FY22, the Director maintained ongoing one-on-one, weekly, and monthly team meetings with the senior leadership team, other management teams, and staff. In Q4, the Director also established a bi-monthly check-in with the enforcement staff. The Director has an open door policy for staff to meet with her by simply making the request through Outlook. The Director also consistently remained in contact with the Council. These practices continued to date and in FY23, the Director plans on hosting open monthly lunch engagements.

# **Attachment Q71**

**Recommendation No. 6:** The Committee recommends that OHR communicate clearly to all parties that failure to cooperate promptly with certain stages of case processing can contribute to long delays, and inform the Committee if additional authority is needed to incentivize or compel respondents' cooperation. The Committee urges OHR and COHR to establish a policy that parties are entitled to receive case status updates, including estimated wait times for next steps, no less than monthly upon request.

<u>UPDATE</u>: OHR routinely reminds the parties of this and the entire OHR team, consisting of investigators, managers, and advising attorneys, work together to secure compliance.

**Recommendation No. 10:** The Committee urges the Division to routinely reevaluate the highest-priority COVID-related information streams and ensure that those streams are rapidly interpreted and translated for the benefit of the District's low-English-proficient and non-English proficient residents.

<u>UPDATE</u>: The Language Access Program (LAP) has remained attentive to concerns raised by stakeholders, consultative agencies, and individuals regarding any gaps and/or lapses in the translation of vital COVID-19 related information. The LAP has worked successfully with relevant agencies to remedy these issues. Additionally, the LAP has worked to provide agencies' Language Access Coordinators with the knowledge to communicate with agency Public Information Officers (PIOs) and the Joint Information Center to make sure that critical information is translated and made available to the public

**Recommendation No. 14:** The Committee urges OHR to resume, on an accelerated basis, the plans put on hold during the pandemic to raise awareness of rights and redress mechanisms among minority communities, through Advisory Neighborhood Commissioners, Office of Community Affairs cultural community offices, and community service organizations.

<u>UPDATE</u>: In FY22, OHR made a concerted effort to raise awareness of rights by conducting Advisory Neighborhood Commission (ANC) tours by appearing at ANC meetings. Additionally, our community engagement specialist spoke to several ANC commissioners individually, informing them about their constituents' rights and how to file a complaint if they believe their rights were violated. OHR also resumed its Listening Labs to hear from community members. As always, OHR continues to partner and collaborate with the Mayor's Office of Community Affairs' cultural community offices on outreach and education activities. Finally, OHR also works with the Equal Employment Opportunity Commission (EEOC) in educating both DC employers and employees about their workplace rights.

OHR holds monthly office hours during which OHR staff, in three-hour sessions, provide information about OHR and the complaint process, answer any questions, and potentially help community members fill out intake forms.

OHR also has quarterly open houses which follow the format of a lunch-and-learn: food is provided, OHR staff presents on the agency and the new laws of FY23, and attendees can ask questions during the presentation or during informal mingling with OHR staff.

Lastly, OHR is launching a digital campaign on the 23 Protected Traits in 2023. It is projected to run for 30 weeks during the second half of FY23. Weekly "Protected Trait Tuesday" posts on all our social

# **Attachment Q71**

media platforms that detail the designated trait and provides information in English as well as top six non-English languages.

**Recommendation No. 16:** To help identify additional process improvements and build public confidence in the Office, the Committee urges the Office to gather feedback on its processes, including by convening periodic, informal conversations with practitioners and former parties.

<u>UPDATE</u>: OHR currently maintains a standing quarterly meeting with community stakeholders.