



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
RENTAL HOUSING COMMISSION**

February 2, 2024

The Honorable Robert White
Chairperson, Committee on Housing
Council of the District of Columbia
1350 Pennsylvania Ave, NW
Washington, DC 20004

SUBJECT: The Rental Housing Commission’s responses to pre-hearing questions for performance oversight

Dear Chairperson White:

The Rental Housing Commission (“Commission”) has received your questions in preparation for the annual performance oversight hearing scheduled for February 8, 2024 at 2:00 pm. As you requested in your January 16, 2024 letter, the Commission’s responses to your questions are attached below. These answers are being sent by email, and supporting charts and documents are attached to that email.

As noted below in response to Question 39, Interim Chairperson/Chief Administrative Judge Lisa Gregory’s three-year appointment to the Commission, with 180-day holdover period, expired on January 12, 2024. Accordingly, General Counsel Daniel Mayer will present testimony on behalf of the agency at the hearing. Judge Gregory and Commissioners/Administrative Judges Adam Hunter and Toya Carmichael will be present and available to answer questions, if necessary, but please note Judge Hunter has a commitment to teach at George Mason University at 6:00pm.

If you have any further questions or would like any additional information, please contact me at daniel.mayer@dc.gov or (202) 442-7176.

Thank you,

Daniel Mayer
General Counsel
Rental Housing Commission

GENERAL QUESTIONS

1. Please provide the agency's mission statement.

The Rental Housing Commission's mission is to ensure the fair and effective implementation of the District of Columbia's rent stabilization and tenant rights laws by publishing clear legal guidelines and resolving appeals in disputed cases.

2. Please list any statutory mandates that the agency lacks sufficient resources to fully implement.

Pursuant to the Act, "The Rental Housing Commission shall employ the staff necessary to carry out its functions [including] ... 3 shall be law clerks who shall assist each member of the Rental Housing Commission in the preparation of decisions and orders." The agency does not have sufficient resources to implement this statutory mandate.

3. Please list all reporting requirements in the District of Columbia Code or Municipal Regulations that the agency is required to complete in FY 23 and FY 24, to date. For each requirement, please list the date the report was required and the date it was produced. If the agency did not produce the report on the mandated timeline, please explain why.

Annual Adjustment of Rent

The Commission is required to certify and publish before February 1 (as of FY 24; previously March 1) of each year: the annual adjustment of general applicability of the rent charged for a rental unit under §42-3502.06; the most recent annual cost-of-living adjustment of benefits for social security recipients established pursuant to section 415 (i) of the Social Security Act, approved August 28, 1950 (64 Stat. 506;42 U.S.C. § 415 (i); the maximum annual rent adjustment that may be imposed on a unit occupied by an elderly tenant or tenant with a disability pursuant to §42-3502.24(a); and the qualifying income for an elderly tenant or tenant with a disability to be exempt from an adjustment in the rent charged pursuant to §§ 42-3502.10,42-3502.11, 42-3502.12, and 42-3502.14 and whose rent charged may not be increased under § 42-3502.15.

The 2023 certification was published in the *D.C. Register* on February 10, 2023.

A supplemental notice was published in the *D.C. Register* on July 14, 2023 based on newly enacted limits in the Rent Stabilized Housing Inflation Protection Emergency Amendment Act of 2023, effective June 29, 2023 (D.C. Act 25-151).

The 2024 certification was published in the *D.C. Register* on January 12, 2024.

Annual Report

The Chairperson is required to issue and transmit to the Mayor and the Council an annual report not later than 90 days after the close of the first complete fiscal year of the

Commission's operation as an independent agency, and each fiscal year thereafter, on the operations of the Rental Housing Commission. The FY 22 report was transmitted December 31, 2022 in FY 23. The FY 23 report was transmitted January 23, 2024 in FY 24.

4. Please list and describe any regulations promulgated by the agency in FY 23 or FY 24, to date, and the status of each.

Technical fixes. While working with the Rental Accommodations Division of DHCD on their updates to the forms that housing providers and tenants must use for rent stabilization issues, several ambiguities or errors were identified in the newly amended rules. On October 13, 2022, the Commission issued a notice of emergency and proposed rulemaking to make necessary technical corrections. On February 3, 2023, the Commission published a permanent final rulemaking.

Eviction & Screening. The Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022 (D.C. Law 24-115) took effect in May of 2022, amending, among other things, Title V of the Rental Housing Act. This new law made substantial changes to how notices to vacate and evictions must be sent to tenants and added new provisions on how housing providers may screen potential tenants. In June 2022, the Commission sent a request for proposals to stakeholders who had previously commented on the comprehensive rulemaking, identifying several potential issues that might be clarified in a rulemaking. On December 9, 2022, the Commission published a notice of proposed rulemaking, with a public comment period to run through January 27, 2023.

The Commission reviewed comments and prepared to publish revisions. At that time, the Council was considering, and ultimately enacted, the Fairness in Renting Clarification Amendment Act of 2023 (D.C. Law 25-65). These statutory clarifications required further changes to the rules that had been proposed. The Commission has prepared a second notice of proposed rulemaking and is currently incorporating technical changes pursuant to the legal sufficiency review by the Office of the Attorney General. The Commission anticipates publishing the notice for public comment in February 2024.

5. Please explain any significant impacts on your agency of any legislation passed at the federal or local level during FY 23 and FY 24, to date.

As described in Q.4 above, D.C. Law 24-115 and D.C. Law 25-65 made changes to the Rental Housing Act that required significant revisions to the implementing regulations. Significant personnel time was spent reviewing, drafting, and revising regulations.

6. What are the agency's top five priorities? Please explain how the agency expects to address these priorities in FY 24.

- Improve performance on resolving appeals: the Commission anticipates bringing on student law clerks to assist with research and drafting, as discussed in Q.46 below, is monitoring its performance metrics as discussed in Q.47 below to improve internal accountability, and is working with Office of Budget and Performance Management to secure funding for staff and training for FY 25, as discussed in Q.43 below.
- Improve performance on issuing new regulations: the Commission is working to update the rules under its jurisdiction to reflect new legislation, as discussed in Q.4 above, and will be prioritizing quick action to propose, revise, and finalize these rules.
- Improve operational efficiency: the Commission is working to improve its administrative/operational processes to better meet its internal needs, such as PCard usage and approval under the new OCFO systems and working with OCTO to improve the Commission's information technology while reducing costs.
- Improve public information access – the Commission will work with OCTO to better present essential information on its website, will maintain and clean up its public decision and order repository (Google Drive), and to establish and post clear performance metrics.
- Strengthen agency's relationships with key partners – the Commission will continue to meet with key partners the Office of Administrative Hearings, the Deputy Mayor's Office for Planning and Economic Development, the Council's Committee on Housing, and stakeholders in the housing provider and tenant communities.

7. What are the metrics regularly used by the agency to evaluate its operations? Please be specific about which data points are monitored by the agency.

Please see response to Q.47 below.

8. Please describe any new initiatives or programs that the agency implemented in FY 23 and FY 24, to date, to improve the operations of the agency. Please describe any funding utilized for these initiatives or programs and the results, or expected results, of each initiative.

In FY 24, the Commission has begun tracking its case decision performance as part of the OCA's Performance Accountability Program using the metrics described in Q.47 below.

In FY 24, the Commission has worked with contacts at Howard University School of Law and the University of the District of Columbia School of Law to recruit summer and fall interns.

In FY 23, the Commission developed a new standard operating procedure for uploading decisions and orders in accordance with FOIA, as described in Q.33 below.

None of these initiatives require specific or additional funding.

9. *What are three areas, programs, or initiatives within your agency where you see the most opportunity to make progress toward racial equity?*

- Language Translation
- Legal Intern Recruitment
- Community Outreach and Education

10. *In the past year, what are two ways that your agency has addressed racial inequities internally or through the services you provide?*

The Rental Housing Act applies generally to all rental housing and its rent stabilization provisions apply to buildings based on size and age and does not specifically address race issues. The Commission recognizes that non-white residents of the District are more likely to be renters instead of homeowners, and, to that extent, enforcement of the Act's numerous tenant protections likely has an impact on racial inequity by preserving stability and affordability for communities of color. The Commission also gives particular attention and consideration when parties before it are unrepresented by legal counsel, which may often occur where there are language, cultural, or economic barriers.

The Commission also partners with governmental stakeholders including the Office of Tenant Advocate and the Rental Accommodations Division of DHCD to develop clear public guidance on rights and responsibilities under the Rental Housing Act.

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

See Attachment 1.

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

The Commission no longer has the Chief of Staff position due to funding constraints.

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

See Attachment 2.

13. Please list all employees detailed to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

None.

14. Please provide:

a. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned as well as a description of all vehicle accidents involving the agency's vehicles in FY 23 and FY 24, to date;

None.

b. A list of travel expenses, arranged by employee for FY 23 and FY 24, to date, including justification for travel; and

None.

c. A list of total workers' compensation payments paid in FY 23 and FY 24, to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

None.

15. Please list in descending order the top 25 overtime earners in your agency in FY 23 and FY 24, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned by each.

None.

16. For FY 23 and FY 24, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

See Attachment 3.

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

See attachment 4, The Non-Compensation Collective Bargaining Agreement between the District of Columbia Government and AFGE, Local 2725, covering Compensation Units 1 and 2, dated December 13, 1988, effective through September 30, 1990.

See attachment 5, an MOU between the District of Columbia Government and AFGE, Local 2725, regarding Chapter 16 of the DC Personnel Manual.

See attachment 6, The Compensation Collective Bargaining Agreement between the District of Columbia Government and AFGE, Local 2725, covering Compensation Units 1 and 2.

The District bargains with AFGE, Local 2725 on behalf of numerous agencies including the Commission.

18. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any allegations received by the agency in FY 23 and FY 24, to date, and whether and how those allegations were resolved.

The Commission does not tolerate sexual harassment and will take any complaints with the utmost seriousness. Complaints of such behavior will be dealt with through the appropriate channels and best practices, and in accordance with the District Personnel Manual and applicable human resources policies and procedures. The Commission's current, standing policy was developed to follow Mayor's Order 2017-313, and the Commission intends to update this policy and follow the procedures outlined for District agencies in Mayor's Order 2023-131 (Oct. 31, 2023). The Commission will work with the Office of Human Rights, the Department of Human Resources, the Office of the Attorney General, an Equal Employment Opportunity point person, and all other appropriate parties and entities to conduct any appropriate investigation.

The Commission has not received any allegations of sexual harassment in FY 23 or FY 24 to date.

a. Has the agency identified a primary and alternate sexual harassment officer (“SHO”)? If no, why not? If yes, please provide the names of the primary and alternate SHOs.

Lisa Gregory is the designated SHO for the Commission. Given the size of the agency, an alternate SHO under Mayor’s Order 2023-131 may be someone outside of the agency. An alternate has been identified but not yet scheduled for the SHO training. The standing policy also identifies the Deputy Mayor for Planning and Economic Development as the appropriate reportee for any complaints against the agency’s internal SHO. The Commission is continuing to review Mayor’s Order 2023-131 to determine what changes to its standing policy are required or appropriate to its specific agency structure.

b. Has the agency received any requests from staff in an otherwise prohibited dating, romantic, or sexual relationship for a waiver of provisions of the Sexual Harassment Order? What was the resolution of each request?

No waiver requests have been received.

19. For FY 23 and FY 24, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

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

None.

20. For FY 23 and FY 24, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

FY23

Date	Expenditure	Vendor	Cost	Authorized PCard User
10/04/22	License Electronic Signature	DOCUSIGN	\$318.00	LaTonya Miles
10/18/22	Refrigerator & Microwave	Stockbridge Consulting	\$1,068.00	LaTonya Miles
10/31/22	Movers	Mitch the Mover	\$2,490.00	LaTonya Miles
01/26/23	Office Desk	Total Office Products, Inc06/05/2	\$3,018.00	LaTonya Miles
02/06/23	HP Printers	Total Office Products, Inc	\$2,252.16	LaTonya Miles
02/08/23	Upgrade Hearing Recording System	BISDigital, Inc	\$3,835.00	LaTonya Miles
03/20/23	General Office Supplies	Total Office Products, Inc.	\$216.00	LaTonya Miles
06/05/23	Renewal Adobe Acrobat Pro	Public Performance Management	\$572.74	LaTonya Miles
07/17/23	Copier Paper	Total Office Products, Inc	\$435.36	LaTonya Miles

FY24 (to date)

Date	Expenditure	Vendor	Cost	Authorized PCard User
01/29/24	Renewal Hearing Room Recording System	BIS Digital, Inc	\$1,270.00	LaTonya Miles

21. Please list and provide a copy of all memoranda of understanding (“MOU”) entered into by your agency during FY 23 and FY 24, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

- OCTO: purchase 2 laptops and docking stations, Dec. 12, 2022 (Attachment 7)

22. Please list all open capital projects and capital projects in the financial plan under the agency's purview, including the amount budgeted, actual dollars spent so far, any remaining balances, and the status of the project. In addition, please provide a description of any projects which are experiencing delays, or which require additional funding.

None.

23. 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 23 and FY 24, to date. Please detail any over- or under-spending and any federal funds that lapsed.

See Attachments 8 & 9.

24. Please list and describe any spending pressures the agency experienced in FY 23 and any anticipated spending pressures for the remainder of FY 24. Include a description of the pressure and the estimated amount. If the spending pressure was in FY 23, describe how it was resolved, and if the spending pressure is in FY 24, describe any proposed solutions.

The Commission did not experience a significant pressure in FY23, although as the staffing transitioned between Chief Administrative Judges, there was some projected overspending in the PS category that was addressed by reducing planned NPS expenditures. Similar PS overspending projections exist for FY24, as the Commission absorbs separation costs. The Commission has proposed to address this projected cost overrun of approximately \$24k by eliminating planned NPS spending.

25. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY 24 or FY 25. For each, include a description of the need and the amount of funding requested.

Law Clerk (junior staff attorney)

Hiring a well-qualified junior attorney will allow for better distribution of the Commission's case work, expediting the issuance of decisions and freeing up the Chair/Chief Administrative Judge and General Counsel to support operational matters and regulatory updates.

Training

The Commission must maintain and strengthen our knowledge with annual trainings to improve efficiencies and effectiveness. A consistent training budget is crucial. The Commission's largest asset is its personnel and continuing legal education keeps employees up to date and sharpens skills; Training the legal staff in cultural competencies and implicit

bias improves racial equity. Translation and interpretation make justice accessible to marginalized communities.

Additionally, the Commission will need funding to ensure language access services.

26. Please list, in chronological order, each reprogramming that impacted the agency in FY 23 and FY 24, 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.

#	Agency	Reprogramming	Date	Fiscal Year	Dollar Amount	Funding Source	Rationale
1	DR0	REPROG-892	1/25/2023	2023	8,475.00	Local	To pay for telecom services
2	DR0	REPROG-1079	9/25/2023	2023	35,000.00	Local	Fund year-end personnel services

There are no reprogrammings YTD in FY24 for the Commission.

27. Please list each grant or sub-grant received by the agency in FY 23 and FY 24, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.

None.

28. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?

None.

29. Please list each contract, procurement, and lease entered into or extended by your agency during FY 23 and FY 24, to date. For each contract, please provide the following information where applicable:

- a. The name of the contracting party;**
- b. The nature of the contract, including the end product or service;**
- c. The dollar amount of the contract, including amount budgeted and amount actually spent;**

d. The term of the contract;

e. Whether the contract was competitively bid;

f. The name of the agency's contract monitor and the results of any monitoring activity; and

g. The funding source.

FY 2023 Purchase Orders

Contract	Description	Cost	Term	Competitively Bid	Monitor	Funding
Xerox Corp	Leasing Copier	\$6,456.	Oct 2022- Sept 2023	N/A	N/A	Local
Lexis Nexis	Legal Research	\$3,576.	Oct 2022 – Sept 2023	N/A	N/A	Local

FY 2024 Purchase Orders

Contract	Description	Cost	Term	Competitively Bid	Monitor	Funding
Canon Solutions	Leasing Copier	\$5,878.32	Oct 2023- Sept - 2024	N/A	N/A	Local
Lexis Nexis	Subscription	\$3,828.	Oct 2023 – Sept 2024	N/A	N/A	Local

30. If there have been cases where you have been dissatisfied with the procurement process, what have been the major issues?

The Commission has experienced one issue of being listed in the Office of Contracting and Procurement's systems as a part of the Department of Housing and Community Development, which has delayed our procurement of a new scanner/copier. We are working to resolve the issue.

a. What changes to contracting and procurement policies, practices, or systems would help your agency deliver more reliable, cost-effective, and timely services?

None.

31. What is your agency's current adjusted expendable budget for CBE compliance purposes? How much has been spent with SBEs or CBEs? What percent of the agency's current adjusted expendable budget has been spent with SBEs or CBEs?

The agency does not have an adjusted expendable budget for CBE compliance purposes.

32. Please provide the number of FOIA requests that were submitted to your agency in FY 23, and FY 24, to date. Include the number granted, partially granted, denied, and pending. In addition, please provide the average response time, the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.

The Commission received 1 FOIA request in 2023. The Commission did not have any responsive records.

In general, FOIA responses received by the Commission require only a few hours of personnel time to search for records and prepare responses. The Commission has not incurred any compliance costs.

33. Please list the administrative complaints or grievances that the agency received in FY 23 and FY 24, to date, broken down by source. Please describe any changes to agency policies or procedures that have resulted from complaints or grievances that were resolved in FY 23 or FY 24, to date.

None.

34. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to financial liability or will result in a change in agency practices and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success.

None.

35. Please list all settlements entered into by the agency and judgments against the agency (or by or against the District on behalf of the agency) in FY 23 or FY 24, to date, and provide the parties' names, the amount of the settlement or judgment, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g., administrative complaint, etc.).

None.

36. Please list and describe any investigations, audits, or reports on the agency or any employee of the agency that were completed during FY 23 and FY 24, to date.

In December 2022, the Board of Ethics and Government Accountability's Office of Open Government received a public request for an advisory opinion, OOG-2022-0011-M ("AO") regarding the Commission's compliance with proactive, online disclosure requirements under FOIA for decisions and orders in adjudicated cases. The Commission responded by promptly establishing a repository for its decisions, orders, and public hearings using Google Drive and implementing a clear standard operating procedure for posting of necessary materials. Initially, the Commission was able to upload materials going back to 2019. The Commission has subsequently come into full compliance with FOIA and the AO by uploading materials going back to 2001. See Attachment 10 & <https://rhc.dc.gov/page/decisions-and-orders-0>.

37. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or funded during FY 23 and FY 24, to date. Please submit a digital copy to the Committee of any study, research paper, report, or analysis that is complete.

The Chairperson is required to issue and transmit to the Mayor and the Council an annual report, not later than 90 days after the close of the first complete fiscal year of the Commission's operation as an independent agency, and each fiscal year thereafter, on the operations of the Rental Housing Commission. For FY 22, the report was published on December 30, 2022, and for FY 23, the report was published on January 23, 2024. See Attachments 11 and 12.

The Commission generally publishes decisions, orders, and notices on Lexis Advance (paid legal research service) and its own website (public access). In FY 23, the Commission published updated regulations on its website and the DC Register, as discussed in Q.4, above. In FY 23 and FY 24, the Commission published the annual CPI-based rent adjustment of general applicability and notice of the CPI-based adjustment to maximum application fees on its website and in the DC Register. See <https://rhc.dc.gov/page/rent-adjustments>.

38. Please list any task forces, committees, advisory boards, or membership organizations in which the agency participates.

None.

COMMISSION-SPECIFIC QUESTIONS

39. *Please list all current members of the Commission including:*

- a. *Their date of appointment;*
- b. *The date their term expires; and*
- c. *The Ward in which they reside.*

Name	Appointed	Expires	Ward
Lisa Gregory	January 20, 2018	July 18, 2023*	2
Adam Hunter	April 5, 2022	July 18, 2025	7
Toya Carmichael	March 17, 2023	July 18, 2024	7

*Lisa Gregory’s 180-day holdover period, pursuant to D.C. Official Code § 1-523.01, expired January 13, 2024. Ms. Gregory remains employed with the Commission pending a permanent nomination and confirmation to fill the seat but does not exercise the power of the Chair/Chief Administrative Judge, sit for public meetings, or issue orders in cases. The Commission continues to exercise all other powers and duties with a quorum of 2 judges under D.C. Official Code § 42-3502.02(b)(2).

40. *Please confirm that the current members of the Commission meet the statutory requirement that commissioners of the Commission must “be neither a housing provider nor a tenant.”*

Yes, all three members are neither a housing provider nor a tenant.

41. *Has the Commission created a plain language guidance document for pro se litigants and small housing providers? If so, please provide it to the Committee.*

The Commission has developed a plain language guide to filing and arguing appeals before the Commission that is targeted to pro se parties. See Attachment 13.

The Commission intends to but has not yet dedicated the staff time to develop plain language guidance to the Rental Housing Act and rent stabilization generally.

42. *Has the Commission re-established participation in OCA’s Performance Accountability Program? If not, why not?*

Yes. The Commission is tracking and will be reporting the performance metrics described in Q.47 below.

43. *Please provide a status update on the move to an Integrated Case Management/Archive system.*

The Commission's budget for FY 24 includes money for consulting to conduct a needs assessment and to develop a request for proposals for an appropriate electronic case management system. However, the elimination of the Chief of Staff position at the end of FY 23 due to FY 24 budget constraints, nonetheless required severance payments in FY 24, and the Commission currently anticipates that its non-personnel services budget will be substantially impacted. Further, the Commission is working with the Office of Budget and Performance Management and Office of the Chief Financial Officer to determine whether mid-year reductions are necessary.

44. *Please describe any continuing education programs that any Chief Administrative Judge of the Commission has instituted pursuant to D.C. Official Code § 42-3502.01a(2)(A) that remain in effect.*

Due to budget constraints, the Chief Administrative Judge has not instituted a continuing education program.

45. *The Commission's December 2022 annual report describes extensive changes to the administrative regulations in the Commission's purview, made at the end of 2021 and implemented throughout 2022. In response to last year's performance oversight questionnaire, the Commission shared areas that have been improved and areas that require more improvement within the new regulations.*

a. Please describe any additional significant improvements the Commission has observed as a result of these changes.

The Commission has most directly observed improvements due to the clarification of its rules for handling appeals, namely the scheduling and timelines for arguing appeals. These clarified rules provide for clearer notice to parties of the deadlines, allow sufficient time for parties to write briefs, and clarify the process for requesting extensions.

The Commission has also worked extensively over many months with the Rental Accommodations Division ("RAD") to update that office's forms based on the revised rules. The updated forms are now clarified and have detailed instructions on how they are to be completed and used. These include the registration/claim of exemption form, new tenant disclosures, and non-payment eviction notices, which affect all housing providers in the District. Rent increase notice forms for tenants in rent-stabilized units and certificates for RAD were also updated. Although the statutory and regulatory requirements for all these forms are complex, the

Commission and RAD endeavored to make them as user-friendly for housing providers and understandable for tenants as possible.

b. Please identify any additional areas where the Commission believes there remains significant room for improvement to the regulations in its purview.

As described in Q.4 above, the Commission is working to update its regulations to reflect legislative changes regarding evictions and tenant screening. The Commission recognizes that many of the regulations are complex and often fall into “legalese.” The Commission welcomes public feedback but is not currently aware of any substantive issues that require rulemaking to correct or improve the regulations.

46. Please provide an update on efforts undertaken with the Howard University School of Law’s Externship program to receive an extern during the 2023-2024 school year.

The Commission has been in communication with the Howard University School of Law and expects to post its inaugural externship opportunity for the Fall 2024 semester.

47. In a response to last year’s performance oversight questionnaire, the Commission shared that it used the Model Time Standards for State Trial Courts to select its performance plan metrics, which the Commission would informally track in FY 23 and resume tracking formally at the start of FY 24. To that end, please report on the following workload metrics for FY 23 and FY 24, to date.¹ If any of the requested information is not available, please explain and share the date by which the information will be available:

Please note that the list of FY 24 metrics below is taken from the proposed, March 2023 version of the Commission’s performance plan linked in footnote 1. The updated, November 2023 version (see Attachment 14)² eliminates several redundancies and irrelevant data points, makes several clarifications, and adds several relevant metrics.

The Commission is continuing to review and make recommendations to the City Administrator’s office on ways to improve the reporting metrics so that its performance monitoring is both accurate and useful.

¹ <https://oca.dc.gov/sites/default/files/dc/sites/oca/publication/attachments/RHC24.pdf>

²

https://oca.dc.gov/sites/default/files/dc/sites/oca/page_content/attachments/Rental%20Housing%20Commission_2023-12-01.pdf

[Key Performance Indicators] Resolve Administrative Appeals Efficiently

a. Average number of business days between oral argument to disposition.

<u>FY 23</u>	<u>FY 24</u>
765	1019

The averages for both fiscal years are skewed by two cases, respectively, that sat undecided for several years, due in part to turnover on the Commission. Dropping those outliers, the average time would be 322 days for FY 23 and 434 days for FY 24 to date. Complete data is provided in the following table:

Case No.	Heard	Decided	Days
31,242	July 19, 2022	Dec. 21, 2022	156
30,815	Apr. 15, 2021	Feb. 28, 2023	684
20,794	Oct. 25, 2022	Feb. 28, 2023	126
30,615	Oct. 17, 2017	July 11, 2023	2,093
29,874	Sept. 29, 2022	Dec. 7, 2023	434
30,842	July 17, 2019	Dec. 7, 2023	1,604

b. Average number of business days between preliminary case review and staff assignment.

<u>FY 23</u>	<u>FY 24</u>
0	0

The Commission internally assigns a judge and staff attorney to each case on the date an appeal is filed but generally does not immediately receive the full record or any motions requiring action. The Commission anticipates revising this metric to better capture actual agency operations and monitor performance.

c. Average number of business days between hearing and opinion. [eliminated – same as a.]

<u>FY 23</u>	<u>FY 24</u>
766	1019

d. Average number of calendar days between initial case filing to mediation scheduling.

<u>FY 23</u>	<u>FY 24</u>
308	n/a

The Commission anticipates revising this metric. Scheduling of mediation depends on a variety of case-specific factors and parties often are not interested in mediation immediately upon the filing an appeal. For example, one case was mediated in FY

23 after a years-long continuance requested by the parties; that case is not included in this average.

e. Percent of cases awaiting decision that are more than 340 business days old.

<u>FY 23</u>	<u>FY 24</u>
66.6%	33.3%

Data is a snapshot of cases pending decision at close of FY 23 and FY 24 to date.

f. Percent of cases mediated.

<u>FY 23</u>	<u>FY 24</u>
46%	n/a

As of the end of FY 23, 13 cases were docketed, 6 of which had been mediated. No mediations have been held yet in FY 24.

g. Percent of decisions reversed [by the DC Court of Appeals].

<u>FY 23</u>	<u>FY 24</u>
0%	0%

In FY 23, 2 decisions were affirmed, based on petitions for review filed in FY 21 and 22. In FY 24, 1 decision has been affirmed, based on a petition for review filed in FY 23. Currently, 2 appeals are pending, based on petitions for review filed in FY 22 and 24.

h. Percent of initial mediation scheduled within 45 calendar days after notice of appeal being filed. [eliminated]

<u>FY 23</u>	<u>FY 24</u>
0%	n/a

Scheduling of mediation depends on a variety of case-specific factors and parties often are not interested in mediation immediately upon the filing an appeal.

i. Percent of eligible cases resolved through mediation or mediator-involved settlement. [eliminated]

<u>FY 23</u>	<u>FY 24</u>
17%	n/a

See response w. below, tracking “number of cases resolved through mediation.” In FY 23, 6 cases were mediated and 1 settled through the mediation process.

[Key Performance Indicators] Rental Housing Act Administration

j. Average number of business days to determine whether to issue, amend, and rescind rules and procedures [or to] rescind regulations based on newly enacted legislation. [eliminated]

<u>FY 23</u>	<u>FY 24</u>
n/a or -134 days	n/a

This metric did not make sense in light of actual events. Specifically, the Commission was tracking relevant legislation, the Fairness in Renting Clarification Amendment Act of 2023 (D.C. Law 25-65), well before it took effect on November 28, 2023.

As finalized for FY 24, the Commission is tracking:

1) Average number of days from effective date of new legislation necessitating rulemaking to publication of notice of proposed rulemaking.

<u>FY 23</u>	<u>FY 24</u>
212	pending*

2) Number of Bills enacted Necessitating Rulemaking

<u>FY 23</u>	<u>FY 24</u>
1	1

3) Number of Public Comments Received to Notice(s) of Proposed Rulemaking

<u>FY 23</u>	<u>FY 24</u>
4	pending*

*As described in Q.4, the Commission anticipates publishing a notice of proposed rulemaking in February 2024, modifying its December 2022 proposed rulemaking based on the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022 (D.C. Law 24-115).

[Workload Measures] Appellate Resolution

k. Number of cases pending resolution.

<u>FY 23</u>	<u>FY 24</u>
13	10

Data is a snapshot of cases pending decision at close of FY 23 and FY 24 to date.

l. Number of appeals filed.

<u>FY 23</u>	<u>FY 24</u>
3	2

m. Number of orders rendered.

<u>FY 23</u>	<u>FY 24</u>
25	9

n. Number of opinions rendered.

<u>FY 23</u>	<u>FY 24</u>
4	2

o. Number of appeals hearings held.

<u>FY 23</u>	<u>FY 24</u>
5	2

p. Number of cases resolved in 340 days or less.

<u>FY 23</u>	<u>FY 24</u>
2	0

Data is based on date of issuance of a decision after a full hearing; does not include procedural dismissals or settlements.

q. Number of cases dismissed.

<u>FY 23</u>	<u>FY 24</u>
3	4

r. Number of cases withdrawn.

<u>FY 23</u>	<u>FY 24</u>
3	0

s. Number of opinions with reconsideration requested. [eliminated]

<u>FY 23</u>	<u>FY 24</u>
2	1

Data is based on all dispositive orders; includes decisions after a full hearing and procedural dismissals.

[Workload measures] Case Mediation

t. Number of appeals filed. [eliminated – same as l.]

<u>FY 23</u>	<u>FY 24</u>
3	2

u. Number of cases pending resolution. [same as k.]

<u>FY 23</u>	<u>FY 24</u>
13	10

v. Number of eligible cases mediated.

<u>FY 23</u>	<u>FY 24</u>
6	0

w. Number of eligible cases resolved through mediation.

<u>FY 23</u>	<u>FY 24</u>
1	0

The Commission is also tracking the following relevant Case Mediation workload measure:

Number of cases pending mediation at the end of the fiscal year.

<u>FY 23</u>	<u>FY 24</u>
0	n/a

Data is based on number of cases scheduled for or that the Commission has determined to be eligible for mediation.

x. Average caseload per administrative judge. [corrected as workload measure for Appellate Resolution, above]

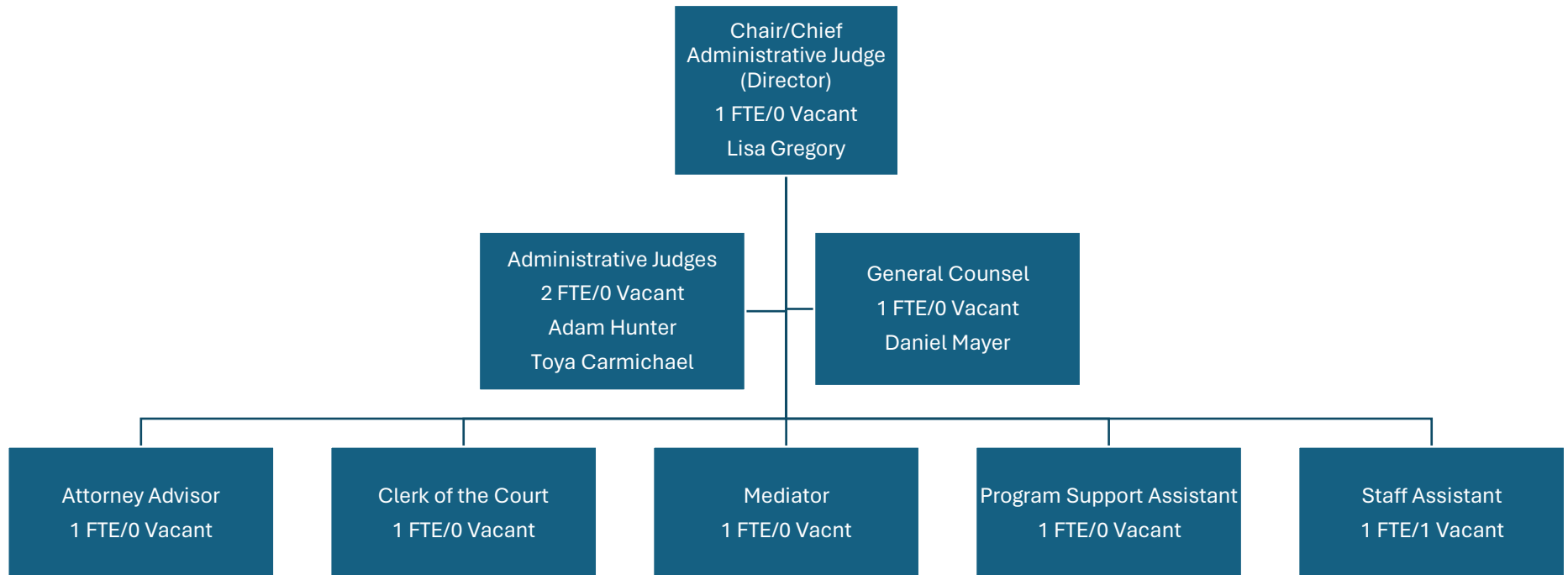
<u>FY 23</u>	<u>FY 24</u>
4.3	3.3

Data is a snapshot of cases pending decision at close of FY 23 and FY 24 to date.

y. Total number of cases received during the fiscal year. [eliminated – same as l.]

<u>FY 23</u>	<u>FY 24</u>
3	2

RENTAL HOUSING COMMISSION – ORG CHART



16. For FY 23 and FY 24, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

Q. #16 - FY 2023

Funding Agency	Pay Period	Pay Begin Date	Pay End Date	Name	Employee ID	Position ID	Fund	Program	Cost Center	Administrative Premium - 7013005
DRO	19	Aug. 27, 2023	Sept. 9, 2023	LaTonya A. Miles	00017412	99946	1010001	300092	30120	\$2,121.37

Q. #16 – FY 2024

Funding Agency	Pay Period	Pay Begin Date	Pay End Date	Name	Employee ID	Position ID	Fund	Program	Cost Center	Administrative Premium - 7013005	Terminal Leave - 7013007	Severance Pay - 7013017
DRO	22	Oct. 8, 2023	Oct. 21, 2023	Michael T. Spencer	00043903	110053	1010001	300092	30120		\$12,415.77	
DRO	23	Oct. 22, 2023	Nov. 4, 2023	LaTonya A. Miles	00017412	99946	1010001	300092	30120	\$109.25		
DRO	25	Nov. 19, 2023	Dec. 2, 2023	Michael T. Spencer	00043903	110053	1010001	300092	30120			\$9,801.92
DRO	25	Nov. 19, 2023	Dec. 2, 2023	Michael T. Spencer	00043903	110053	1010001	300092	30120			\$6,534.62
DRO	26	Dec. 3, 2023	Dec. 16, 2023	Michael T. Spencer	00043903	110053	1010001	300092	30120			\$6,534.62
DRO	1	Dec. 17, 2023	Dec. 30, 2023	Michael T. Spencer	00043903	110053	1010001	300092	30120			\$6,534.62
DRO	2	Dec 31, 2023	Jan 13, 2024	Michael T. Spencer	00043903	110053	1010001	300092	30120			\$3267.32

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

Labor Management Agreement



Local 272
Effective through September 30, 199



★★★
OFFICIAL
VERSION

Government of
District
Columbia

Marion Barry Jr.
Mayor

David S. Dennison
Director, DHCD

Roland Turpin

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PREAMBLE

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

The purpose of this Agreement is:

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

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

ARTICLE 1 RECOGNITION

Section A:

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

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

Section B:

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

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

Section C:

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

ARTICLE 2 GOVERNING LAWS AND REGULATIONS

Section A:

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

Section B:

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

Section C:

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

Section D:

The Department shall communicate, consult and negotiate with

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

Section E:

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

ARTICLE 3
EMPLOYEE RIGHTS

Section A - General:

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

Section B:

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

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A:

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

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

Section B:

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

ARTICLE 5
DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A:

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

tion B:

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

Section C:

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

Section D:

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

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

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

ARTICLE 6
NON-DISCRIMINATION

Section A:

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

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

Section B:

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

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

ion G:

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

Section H:

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

Section I:

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

"Sexual harassment" means unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or (3) such conduct has the purpose of or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include, but is not limited to, (a) verbal harassment or abuse, (b) subtle pressure for sexual activity, (c) patting or pinching, (d) brushing against another employee's body, and (e) demands for sexual favors.

Section J:

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

ARTICLE 7
UNION SECURITY AND UNION DUES DEDUCTIONS

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

Where a service fee is not in effect, the Union may require any employee who does not pay dues or a service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievance or adverse action proceedings in accordance with provisions of Title 1, Chapter 6 of the D.C. Code.

Section F:

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

Section G:

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

Section H:

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

Section I:

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

ARTICLE 8
UNION REPRESENTATION

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

The Union and employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the Department agrees that such permission for release shall not be unreasonably delayed.

Section F:

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

Section G:

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

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

Section H:

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

Section I:

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

Section J:

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

ARTICLE 9
GRIEVANCE PROCEDURE

Section A:

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

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

Section B:

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

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

Section C- Presentation of Grievance:

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

2. Categories of Grievance:

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

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

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

Section D - Procedure:

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

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

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

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

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

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

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

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

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

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

Section E - Arbitration:

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

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

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

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

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

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

Section F - General:

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

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

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

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

ARTICLE 10 DISCIPLINE

Section A:

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

Section B:

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

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

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

Section C:

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

Section D:

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

ction E:

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

ARTICLE 11
LABOR-MANAGEMENT COOPERATION

Section A:

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

Section B:

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

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

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

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

Section C:

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

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

Section D:

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

Section E:

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

ARTICLE 12
EMPLOYEE LISTS AND INFORMATION

Section A:

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

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

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

Section B:

The Union shall also be provided the following information:

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

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE 13
FACILITIES AND SERVICES

Section A:

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

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

ARTICLE 14
BULLETIN BOARDS

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

ARTICLE 15
SAFETY, HEALTH AND COMFORT

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

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

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

Section F:

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

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

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

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

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

Section G:

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

Section H:

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

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

Section I:

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

Section J:

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

Section K:

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

Section L:

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

Section M:

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

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

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

Section N:

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

Section O - Safety Committee:

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

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

Section P:

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

Section Q:

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

Section R:

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

Section S:

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

Section T:

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

Section U:

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

ARTICLE 16
ENVIRONMENTAL DIFFERENTIAL

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

ARTICLE 17
REASSIGNMENTS

Section A:

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

Section B:

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

Section C:

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

Section D:

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

ARTICLE 18
UNIFORMS

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

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

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

ARTICLE 19
TOOLS

Section A:

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

Section B:

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

ARTICLE 20
TEMPORARY OR TERM EMPLOYEES

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

ARTICLE 21
HOURS OF WORK/OVERTIME ADMINISTRATION

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

ARTICLE 22
USE OF PRIVATE VEHICLES

Section A:

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

Section B:

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

Section C:

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

Section D:

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

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

ARTICLE 23
CONSULTATION AND COUNSELING

Section A:

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

Section B:

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

Section C:

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

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

Section D:

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

Section E:

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

Section F:

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

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

Section G:

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

ARTICLE 24

TRAINING, CAREER DEVELOPMENT, AND UPWARD MOBILITY

Section A:

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

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

Section B:

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

Section C:

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

Section D:

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

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

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

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

ARTICLE 25
PERFORMANCE EVALUATIONS

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE 26
PERSONNEL FILES

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

ARTICLE 27
DETAILS AND TEMPORARY PROMOTIONS

Section A - Details:

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

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

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

Section B - Temporary Promotions:

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

ARTICLE 28 POSITION MANAGEMENT AND CLASSIFICATION

Section A:

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

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

Section G:

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

ARTICLE 29
MERIT STAFFING

Section A - Purpose:

1. The Department shall ensure that merit promotion principles

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

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE 30 CONTRACTING OUT

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

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

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

ARTICLE 31
GENERAL PROVISIONS

Section A. - Distribution of Health Benefit Plan Brochures:

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

Section B. - Receipt of Bi-Weekly Paychecks:

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

ARTICLE 32
REDUCTION-IN-FORCE

Section A:

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

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

Section B:

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

Section C:

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

ARTICLE 33
REORGANIZATION/REALIGNMENT

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

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

ARTICLE 34
LEAVE ADMINISTRATION

Section A - Maternity:

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

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

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

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

Section B - Paternity Leave:

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

Section C - Leave for Adoptive Parents:

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

Section D:

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

Section E:

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

Section F:

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

Section G - Union Business Leave:

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

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

Section H - Education and Training Leave:

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

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

Section I - Military and Reserve Component:

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

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

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

Section J - Call-In-Time:

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

Section K - Leave for Death in the Family:

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

ARTICLE 35
NO STRIKE OR LOCKOUT

Section A:

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

Section B:

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

Section C:

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

ARTICLE 36
SAVINGS CLAUSE

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

ARTICLE 37
DURATION AND FINALITY OF AGREEMENT

Section A:

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

Section B:

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. The Employer and the Union agrees to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to or covered in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

Section C:

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

Section D:

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

Section E:

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

MEMORANDUM OF UNDERSTANDING

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

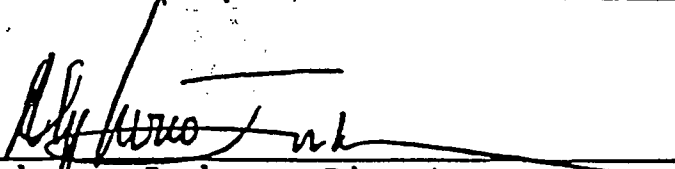
Louise Smothers
Louise Smothers, President
American Federation of
Government Employees, Local
2725


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

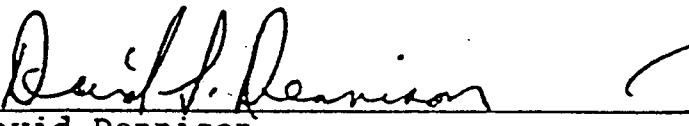
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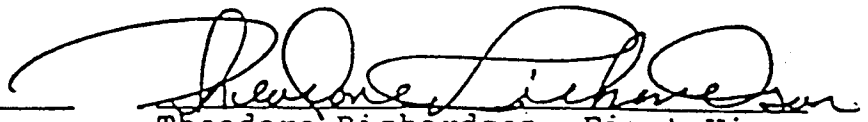
Date: 12-13-88

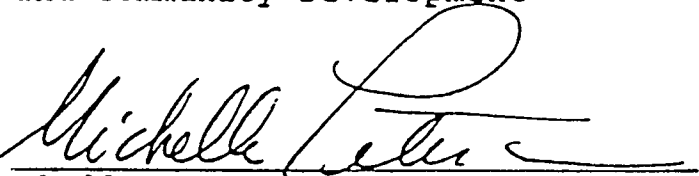
IN WITNESSES THEREOF, the parties have entered into this Agreement on this 13 day of December, 1988.



Alphonso Jackson, Director
Department of Public and Assisted
Housing

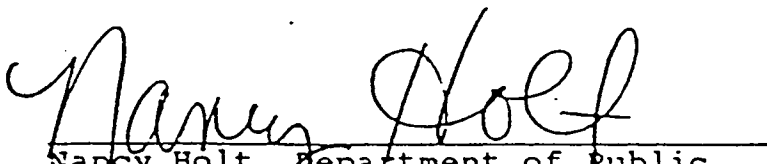

Louise Smothers, President
Local 2725, American Federation
of Government Employees, AFL-CIO

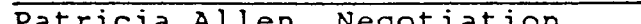

David Dennison
Director, Department of Housing
and Community Development



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

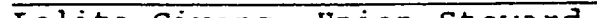

Michelle Peterson, Chief Negotiator
C. Office of Labor Relations and
Collective Bargaining

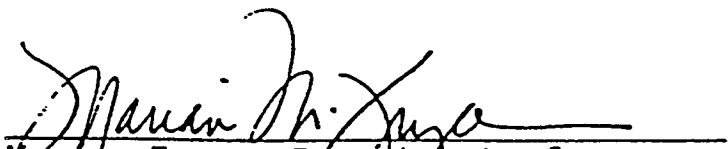

Vermont Vess, Asst. Chief
Steward, Local 2725, American
Federation of Government
Employees, AFL-CIO

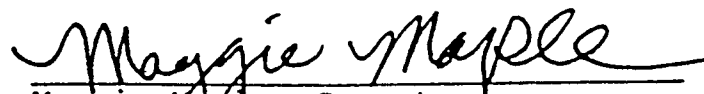

Nancy Holt, Department of Public
and Assisted Housing


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


Dayton Watkins, Department of
Housing and Community Development


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


Maraan Fryer, Department of
Housing and Community Development


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

Frances S. Sloan

Frances Sloan, Department of Housing
and Community Development

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

Alphonzo W. Johns

Alphonzo Johns, Department of
Housing and Community Development

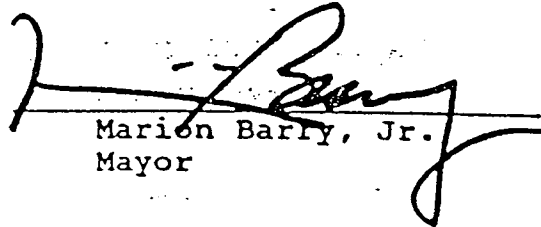
Terrie Bjorklund
Terrie Bjorklund, Attorney to
Local 2725, American Federation
of Government Employees, AFL-CIO

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

Lola Black, D.C. Office of
Personnel

APPROVAL

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


Marion Barry, Jr.
Mayor



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,
AFL-CIO, LOCALS 2978, 383, 1975, 1000, 2741, 2725, 3721, 3444
and METRO DISTRICT 1199-NUHHCE

and

THE DISTRICT OF COLUMBIA
CONCERNING
CHAPTER 16 OF THE DISTRICT PERSONNEL MANUAL

The American Federation of Government Employees, AFL-CIO Locals, 2978, 383, 1975, 1000, 2741, 2725, 3721, 3444 and Metro District 1199-NUHHCE and the District of Columbia (collectively, referred to as the “Parties”) have engaged in impact and effect bargaining over the District’s rule changes to Chapter 16 of the District Personnel Manual (DPM), in effect as of May 19, 2017, and have come to the following mutual understandings and agreements with regard to the application of these rules to District employees represented by the above listed Unions.

1. With respect to § 1602.2, the Parties agree that, to the extent there is a difference, any negotiated agreement between the District Government, or any of its agencies, and a Labor Organization covered by this Agreement shall take precedence over the specific provision in conflict with this chapter for employees in the bargaining unit represented by the labor organization.

2. With respect to § 1602.3(c), except in matters involving employees of the Metropolitan Police Department and Fire and Emergency Medical Services Department, the District agrees to notify the Unions of any need or request for any extension of time to complete an investigation and to consider comments from the Unions on that subject. The District of Columbia Department of Human Resources (“DCHR”) will then consider the reasons for the request for an extension of time and the Unions’ comments, if any, and make a determination as to whether it will grant the requested extension.

3. With respect to § 1605.4, though not exhaustive, the Parties agree that the following classes of conduct and performance deficits constitute cause and warrant corrective or adverse action under § 1605.4(b): (b) False statements, including: (1) Deliberate falsification of an application for employment or other personal history record by omission of a material fact or by making a false entry; (2) Deliberate misrepresentation, falsification, or concealment of material facts or records in connection with an official matter; (3) Knowingly and willfully making an incorrect entry on an official record or approving an incorrect official record; and (4) Knowingly and willfully reporting false or misleading information or purposely omitting material facts, to any supervisor. The District agrees to create and publish a definition for the term “personal history record” as outlined in the proposed § 1605.4(b) (1). The Parties agree that discipline based on a falsification of a

personal history record must be based on a record submitted to the District in the context of the employee's employment.

4. With respect to § 1605.4(c), though not exhaustive, the following classes of conduct and performance deficits constitute cause and warrant corrective or adverse action: (c) Fiscal irregularities. In order to establish cause for adverse or corrective action against an employee for engaging in "fiscal irregularities," the District must demonstrate that the fiscal irregularities were on-duty or otherwise related to the employee's job duties.

5. With respect to § 1605.4(e), the term "neglect of duty" as proposed in § 1605.4(e) shall be defined as "failing to carry out official duties or responsibilities as would be expected of a reasonable individual in the same position. Neglect of duty includes a failure to perform assigned tasks or duties, undue delay in completing assigned tasks or duties, careless work habits, conducting personal business while on duty, abandoning an assigned post, sleeping or dozing on the job, loafing or failure to render assistance to the public." The Parties agree that neglect of duty should not be used as a catch-all to encompass other misconduct addressed by other causes for discipline.

6. The Parties agree that in appropriate discipline related cases, agency heads may utilize the counseling program for troubled employees as provided under § 2007 of the CMPA (D.C. Code, § 1-620.07) (2006 Repl.).

7. The Parties agree that pursuant to § 1613.3, the Union will be provided a reasonable opportunity to attend resolution conferences with the employee. In the event that the employee declines Union representation, the Union will have the right to be a silent observer in the conference.

8. The Parties agree that when implementing §1617.7, the agency shall additionally provide the materials relied upon in support of the enforced leave action.

9. The District agrees that if the basis for placing an employee on enforced leave pursuant to § 1617.9 does not result in corrective or adverse action, any annual leave or pay lost as a result of the enforced leave action shall be restored within ninety (90) days of reinstatement.

10. With respect to § 1618.5, the Parties agree that if the materials cannot be provided or identified by the Agency at the time of notice, they shall be made available immediately to the employee for his or her review upon request. Any response time frame shall be held in abeyance until the materials are made available to the employee for his or her review.

11. With respect to §1618.6, the Parties agree that service will be accomplished by delivery to the employee in person, or to the employee's address of record, by US mail or by a commercial courier that provides delivery tracking and confirmation information. Service by email will only be used as a last resort after

utilizing one of the service methods identified above and there is evidence that the employee actually received the notice.

12. With respect to § 1619.3/§ 1619.4, the Parties agree that employees represented by AFGE and NUHHCE who have been placed on administrative leave pending a final disciplinary decision will be informed by notification to the employee of any request for an extension of the time limit set forth in section 1619.2, the reason for the request, whether the extension was granted or denied, and the reason for such grant or denial of the extension of time.

13. With respect to § 1621.2, the Parties agree that, an Agency head shall authorize an employee to use official time to prepare a written response to any notice of proposed action in the following amounts; a up to four (4) hours for proposed corrective actions and a maximum of (10) hours for proposed adverse actions.

14. For the purposes of section 1621.6, the following language will apply to AFGE and NUHHCE employees: “At the time of the response, an employee shall raise every defense, fact or matter extenuation, exculpation, or mitigation of which the employee has knowledge or reasonably should have knowledge or which is relevant to the reasons for the proposed action, specifications, or proposed penalty.”

15. With respect to §1622.7, the Parties agree that the Hearing Officer shall ensure that there are no substantive ex parte communications during the administrative review process. Any substantive inquiry or information sent by or to the hearing officer shall be served on the employee, the employee's representative (if any) and the agency representative.

16. With respect to § 1623.8, the Parties agree that if the 45 day time limit outlined in § 1623.6 is extended, the Union will receive notice of the extension prior to the expiration of the 45 days outlined in § 1623.6.

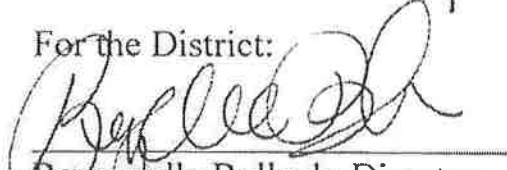
17. With respect to § 1635, the mediation procedures described in this section shall be available to bargaining unit employees. If mediation ends in an agreement, this precludes further grievance action. All mediation agreements are final and binding.

18. With respect to § 1699, days refers to calendar days for all periods of more than ten (10) days, otherwise, days are workdays.

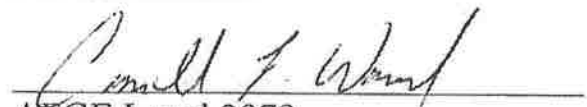
19. The foregoing eighteen numbered paragraphs represent the entirety of the Parties' agreement as to the impact and effect of the new proposed regulations on District employees represented by AFGE Locals 2978, 383, 1975, 1000, 2741, 2725, 3721, 3444 and Metro District 1199- NUHHCE. Any paragraph of the DPM not addressed by this Agreement is accepted as written by the Unions.

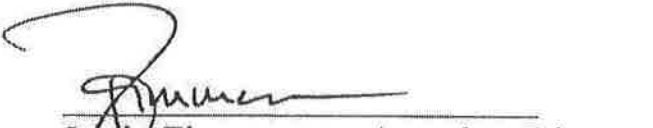
This 5th day of July 2018.

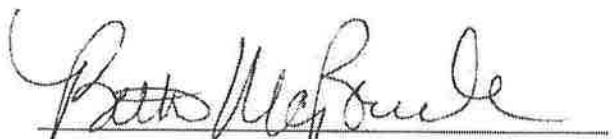
For the District:

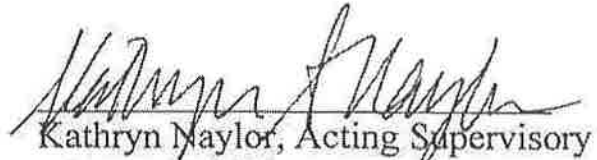

Repunzelle Bullock, Director
OLRCB

For the Unions:



AFGE Local 2978



Justin Zimmerman, Associate Director
DC Human Resources



AFGE Local 383

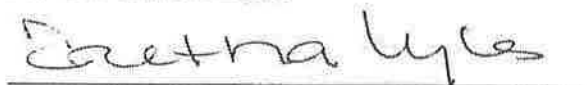

Kathryn Naylor, Acting Supervisory
Attorney Advisor
OLRCB


AFGE Local 1975


AFGE Local 1000


AFGE Local 2741


AFGE Local 2725


AFGE Local 3721

Metro District 1199-NUHHCE

AFGE Local 3444

**COMPENSATION COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

**EFFECTIVE October 1, 2021, through
September 30, 2025**

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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(l) (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 16th;
- (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
- (l) Christmas Day, December 25th of each year.
- (m) Inauguration Day, January 20th of each 4th 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 Agreement shall remain in full force and effect through September 30, 2025. On this ____ day of _____ 2022 , and as witness the parties hereto have set their 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

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated 05/14/2022, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 14 day of May , 2022.



Muriel Bowser
Mayor

Compensation Units One and Two Collective Bargaining Agreement

On this 14 day of May, 2022, as witnesses the parties hereto have set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



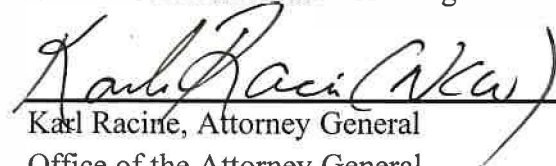
Lindsey Maxwell, Director
Office of Labor Relations and Collective
Bargaining



Asha Bryant, Esq., Chief of Staff
Office of Labor Relations and Collective
Bargaining



M. Colleen Currie, Chief Administrative Law
Judge
Office of Administrative Hearings



Karl Racine, Attorney General
Office of the Attorney General



Barbara J. Bazron, Ph.D., Director
Department of Behavioral Health

Brendolyn McCarty-Jones, Labor Liaison
Department of Behavioral Health

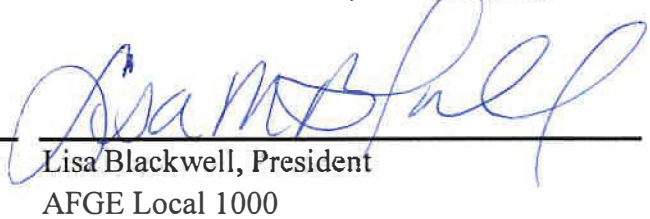
FOR THE LABOR UNIONS



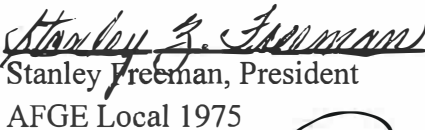
Lee Blackmon, NAGE Chief Negotiator
Director, NAGE/SEIU, Federal Division

Robert Hollingsworth, AFSCME Chief
Negotiator
Executive Director, AFSCME Council 20

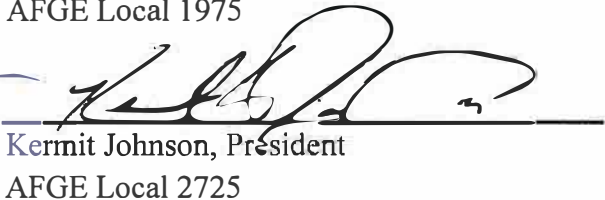
Ottis Johnson, AFGE Chief Negotiator
National Vice President, AFGE District 14



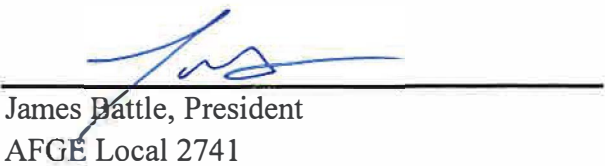
Lisa Blackwell, President
AFGE Local 1000



Stanley Freeman, President
AFGE Local 1975





Kermit Johnson, President
AFGE Local 2725

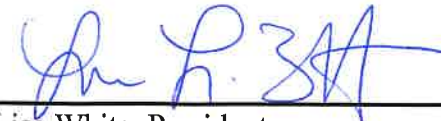



James Battle, President
AFGE Local 2741


Dr. Robert Holman, Medical Director
Fire and Emergency Medical Services
Department

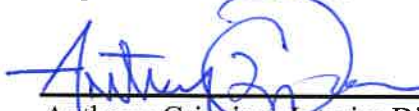

Debbie Knox, President
NAGE Local R3-07



India Daniels, Labor Liaison
Fire and Emergency Medical Services
Department


Lisa White, President
NAGE Local R3-08

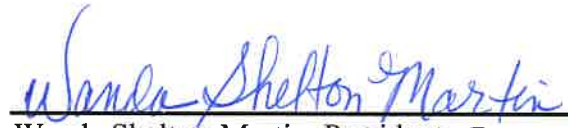
Dory Peters

David Do, Director (Interim)
Department of For-Hire Vehicles


Latoya McDowney, President
NAGE Local R3-09


Anthony Crispino, Interim Director
Department of Forensic Sciences

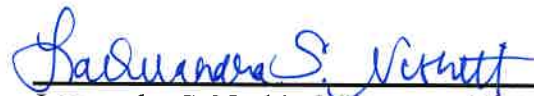

Perlieshia Gales, President
NAGE Local R3-11


Keith A. Anderson, Director
Department of General Services


Wanda Shelton-Martin, President *Executive Director*
NUCHHCE 1199
NUCHHCE, 1199 DC, AFSCME

Ronald Thaxton, Labor Liaison
Department of General Services

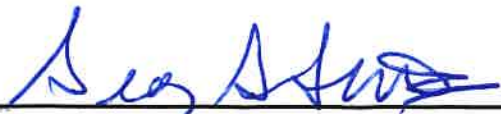
Larry Doggette, President
Public Service Employees Local 572



Laquandra S. Nesbitt MD, MPH, Director
Department of Health

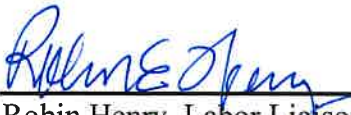

Lisa Wallace, Vice President (Acting)
SEIU 1199

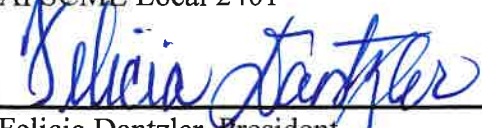
David Memnon, Labor Liaison
Department of Health


John Gibson, President
Teamsters Local 639

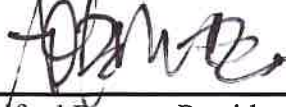

George Schutter, Chief Procurement Officer
Office of Contracting and Procurement



Wayne Enoch, President
AFSCME Local 2401


Robin Henry, Labor Liaison
Office of Contracting and Procurement



Felicia Dantzer, President
AFSCME Local 2743

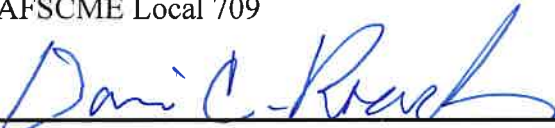

Thomas N. Faust, Director
Department of Corrections

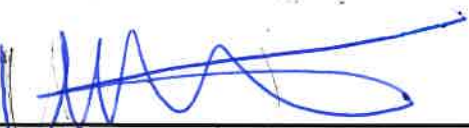

Alfred Barnes, President
AFSCME Local 2776



Paulette Johnson, Labor Liaison
Department of Corrections


Debra Walker, President
AFSCME Local 709


Andrew Reese, Director
Department on Disability Services


Darrin Roach, President
AFSCME Local 877


Unique N. Morris-Hughes, Director
Department of Employment Services

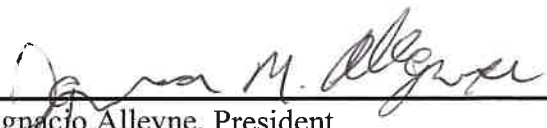

Joseph Alexander, Chairperson
FOP-Corrections *NWAIZUGBO. LIVINUS*


Derrick Hunter, Chairperson
FOP-DC Protective Services

Tracey Langley, Labor Liaison
Department of Employment Services

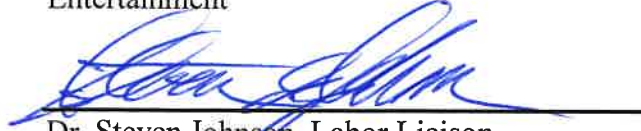

Regina Robinson, Chairperson
FOP-DYRS

Tommy Wells, Director
Department of Energy and Environment


Ignacio Alleyne, President
NAGE Local R3-05

S / Angie M. Gates

Angie M. Gates, Director
Office of Cable Television, Film, Music and
Entertainment



Dr. Steven Johnson, Labor Liaison
Office of Cable Television, Film, Music and
Entertainment

Lindsey Parker, Director
Office of the Chief Technology Officer

Pamela Brown, Esq., General Counsel
Office of the Chief Technology Officer



Robert L. Matthews, Director
Child and Family Services Agency



Allison Fax, Labor Liaison
Child and Family Services Agency

Ernest Chrappah, Director
Department of Consumer and Regulatory
Affairs



Donald Tatum, Labor Liaison
Department of Consumer and Regulatory
Affairs

Carrol Ward, President
AFGE Local 2978



Aretha Lyles, President
AFGE Local 3721



Kenneth Pitts, President
AFGE Local 383



Barbara Milton, President
AFGE Local 631



Deborah Williams, President
AFSCME Local 1200




Mathew Williams, President
AFSCME Local 1808



LaVerne Gooding-Jones, President
AFSCME Local 2087

Kevin Hooks, President
AFSCME Local 2092

Dr. Christopher Rodriguez, Director
Homeland Security and Emergency
Management Agency


Ritchie Brooks, President
Teamsters Local 730

Drew Hubbard, Interim Director
Department of Housing and Community
Development


Kevin Pogue
AFSCME local 2091

Hnin Khaing, Director
Office of Human Rights

Ayanna Lee, Labor Liaison
Office of Human Rights


Laura Green Zeilinger, Director
Department of Human Services

Tammyjo Scriven, Labor Liaison
Department of Human Services

Karima Morris Woods, Commissioner
Department of Insurance, Securities, and
Banking

Katrice Purdie, Labor Liaison
Department of Insurance, Securities, and
Banking



Michael A. Carter, Director
Department of Public Works



Jerome Williams, Labor Liaison
Department of Public Works



Jed Ross, Chief Risk Officer
Office of Risk Management



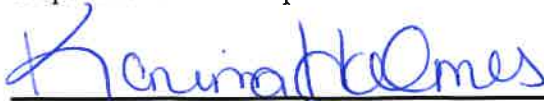
Dr. Christina Grant, State Superintendent of
Education
Office of the State Superintendent of
Education

Quiyana Hall, Labor Liaison
Office of the State Superintendent of
Education



Everett Lott, Director
Department of Transportation

Leah Brown, Labor Liaison
Department of Transportation



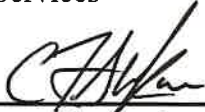
Karima Holmes, Director
Office of Unified Communications



Ingrid Jackson, Labor Liaison
Office of Unified Communications



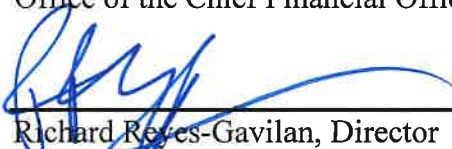
Hilary Cairns
Department of Youth and Rehabilitation
Services



Trey Stanback, Labor Liaison
Department of Youth and Rehabilitation
Services

Fitzroy Lee, Acting Chief Financial Officer
Office of the Chief Financial Officer

LaSharn Moreland, Labor Liaison
Office of the Chief Financial Officer



Richard Reyes-Gavilan, Director
DC Public Library

Veronica Ahern, Executive Director
Public Service Commission


Richard Beverly, Labor Liaison
Public Service Commission

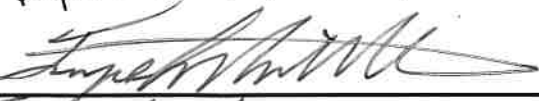


Ronald Mason, Jr., J.D., President
University of the District of Columbia

Wayne Turnage, Director
Department of Health Care Finance


Felicia Rothchild, Labor Liaison
Department of Health Care Finance



Jessica Gray, Labor Liaison / Human Capital Administrator
Department on Disability Services


TANYA L. MITCHELL
LABOR LIAISON
HOMELAND SECURITY AND
EMERGENCY MANAGEMENT
AGENCY

Gabriel Robinson, Director
Department of Motor Vehicles


Odessa Nance, Labor Liaison
Department of Motor Vehicles


Robert J. Contee III, Police Chief
Metropolitan Police Department


Mark Viehmeyer, Labor Liaison
Metropolitan Police Department

Delano Hunter, Director
Department of Parks and Recreation

Amy Caspari, Labor Liaison
Department of Parks and Recreation


Anita Cozart, Interim Director
Office of Planning

Sandra Harp, Labor Liaison
Office of Planning

Lewis D. Ferebee, Chancellor
District of Columbia Public Schools

OFFICE OF THE CHIEF TECHNOLOGY OFFICER
GOVERNMENT OF THE DISTRICT OF COLUMBIA



MOU Executive Brief
OCTO Division

OCTO Deputy/Executive:

Carol Harrison

Program Manager:

Suneel Cherukuri

Agency:

Rental Housing Commission (RHC)

Dollar Amount:

\$3,260.00

Date Submitted:

Dec 12 2022 1:28PM

eMOU#:

TO0DR0-2023-01887

Project Description:

Equipment - 2 Laptops and Docking Stations

Risks:

Challenges:

Urgency:

Normal

Rush

Expedite



MEMORANDUM OF UNDERSTANDING

BETWEEN

RENTAL HOUSING COMMISSION

AND

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2023

MOU Number: TO0DR0-2023-01887

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the **Rental Housing Commission** ("Buyer Agency") and the **Office of the Chief Technology Officer** ("OCTO," or "Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

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 2 Surface Laptops and Docking Stations.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall:

1. Provide laptops and docking stations to the Buyer Agency;
2. Purchase the laptops and docking stations on behalf of the Buyer Agency; and
3. In conjunction with the Buyer Agency, designate and allocate all equipment assigned to the Buyer Agency.

B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency shall:

1. Provide funding to the Seller Agency for the purchase of laptops and docking stations; and
-

2. Work with Seller Agency to ensure the equipment assigned to RHC is designated and allocated as RHC property.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from the last date of execution by the Parties, through **September 30, 2023**, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for goods and/or services under this MOU shall not exceed **\$3,260.00** for Fiscal Year 2023. 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:

Breakdown

Laptops = $\$1,420 \times 2 = \$2,840$

Docking Stations = $\$210 \times 2 = \420

Total amount = $\$3,260$

B. PAYMENT

1. Within ninety days (90) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

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 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. AMENDMENTS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

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

X. RECORDS AND REPORTS

A. The Buyer Agency and 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 after the date of expiration or termination of this MOU.

B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

XI. 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.

XII. NOTICES

The following individuals are the contact points for each Party:

RHC

Michael T. Spencer (RHC)
441 4th St., NW, Suite 1140B-North
Washington, D.C., 20001
Phone: (202) 442-8950
Email : michael.spencer@dc.gov

OCTO

Suneel Cherukuri
Chief Information Security Officer
200 I ST SE, 5th Floor
Washington, D.C. 20003
Phone : (202) 741 5008
Email :suneel.cherukuri@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Notice persons identified in this MOU for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the

directors of **Rental Housing Commission** and **OCTO** for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to good and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

Rental Housing Commission, District of Columbia

Daniel Mayer

Date: 12/21/2022

General Counsel

Daniel Mayer

Office of the Chief Technology Officer, District of Columbia

Lindsey V. Parker

Date: 12/23/2022

Chief Technology Officer

Lindsey V. Parker

INTRA-DISTRICT STANDARD REQUEST FORM

Government of District of Columbia

MOU TOODR0-2023-01887
Number:

Date of 12/15/2022
MOU:

Buyer Information

Agency Name: RHC Agency Code: DR0
Name of Contact: Address: 441 4th St., NW, Suite 1140B-North
Telephone #: (202) 442-8950 Fax #:
Date:

Signature

Seller Information

Agency Name: OCTO Agency Code: TO0
Name of Contact: Address: 200 I ST, SE WASHINGTON, DC 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
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Seller

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

1/23/2024 12:36:00
PM

TO0DR0-2023-01887

Step Name	Name	Status Name	Status Date	Comments
MOU Author Review	Cheryl Harris (OCTO)	Approved	12/12/2022 1:28:52 PM	
OCTO General Counsel Review	Todd Smith (OCTO)	Approved	12/15/2022 2:04:12 PM	
OCTO Executives Review	Carol Harrison (OCTO)	Approved	12/21/2022 2:44:41 PM	
Buyer Agency Final Review of MOU	Mayer, Daniel (RHC) (RHC)	Approved	12/21/2022 3:01:57 PM	
MOU Signature - Buyer Agency	Mayer, Daniel (RHC) (RHC)	Signed	12/21/2022 3:02:59 PM	
MOU Signature - OCTO	Lindsey Parker (OCTO)	Signed	12/23/2022 4:25:49 PM	



Office of the Chief Financial Officer
District Integrated Financial System (DIFS)

R025 YTD Budgetary Control Analysis Report - DC Authority Reporting
RENTAL HOUSING COMMISSION

Run date/Time: 01-22-2024 04:08:24

Control Budget	DC Authority Reporting
Fiscal Year	2023
Period	ALL
Agency	DR0
Fund	ALL
Account	ALL
Program	ALL
Cost Center	ALL
Project	ALL
Award	ALL

							Data					
Fund	Fund Description	Cost Center	Cost Center Description	Program	Program Description	Account Category Description	Sum of Initial Budget	Sum of Adjustment Budget	Sum of Total Budget	Sum of Expenditure	Sum of Available Budget	Comments
1010001	LOCAL FUNDS	30120	OFFICE OF THE RENTAL HOUSING COMMISSION	300092	RENTAL HOUSING REGULATION AND COMPLIANCE	PERSONNEL SERVICES	1,283,166.20	96,900.00	1,380,066.20	1,408,819.30	(28,753.10)	Overspending related to COLA and staffing transition. Underspending to accommodate PS pressure.
						NON-PERSONNEL SERVICES	73,745.58	-	73,745.58	44,883.30	28,862.28	
Grand Total							1,356,911.78	96,900.00	1,453,811.78	1,453,702.60	109.18	



R025 YTD Budgetary Control Analysis Report - DC Authority Reporting
RENTAL HOUSING COMMISSION

Run date/Time 01-22-2024 02:30:21

Control Budget	DC Authority Reporting
Fiscal Year	2024
Period	ALL
Agency	DR0
Fund	ALL
Account	ALL
Program	ALL
Cost Center	ALL
Project	ALL
Award	ALL

						Data						
Fund	Fund Description	Cost Center	Cost Center Description	Program	Program Description	Account Category Description (Parent Level 3)	Sum of Initial Budget	Sum of Adjustment Budget	Sum of Total Budget	Sum of Obligation	Sum of Expenditure	Sum of Available Budget
1010001	LOCAL FUNDS	30120	OFFICE OF THE RENTAL HOUSING COMMISSION	300092	RENTAL HOUSING REGULATION AND COMPLIANCE	PERSONNEL SERVICES	1,298,500.06	-	1,298,500.06	-	351,155.51	947,344.55
						NON-PERSONNEL SERVICES	78,065.06	-	78,065.06	12,796.57	339.04	64,929.45
Grand Total							1,376,565.12	-	1,376,565.12	12,796.57	351,494.55	1,012,274.00



**BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY
GOVERNMENT OF THE DISTRICT OF COLUMBIA**



March 27, 2023

VIA ELECTRONIC MAIL

Fritz Mulhauser
D.C. Open Government Coalition
3901 Argyle Terrace N.W. #7
Washington, D.C. 20011
fmulhauser@aol.com

**RE: Rental Housing Commission District of Columbia Freedom of Information Act
Compliance OOG-2022-0011-M**

Dear Mr. Mulhauser:

On December 8, 2022, you contacted the Office of Open Government (“OOG”) to request an advisory opinion on the Rental Housing Commission’s (the “Commission” or “RHC”) compliance with the Freedom of Information Act (“D.C. FOIA”). The relevant D.C. FOIA provisions require that agencies make “[F]inal opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases” (“Final Orders”) publicly available on the Internet.¹

It is the public policy of the District of Columbia that “all persons are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees.”² This includes access to certain records that must be made publicly available on the Internet and without submission of a D.C. FOIA request. To support the District’s public policy, I am authorized to issue advisory opinions on the implementation of D.C. FOIA.³

I find that RHC is not fully compliant with the mandatory disclosure provisions of D.C. FOIA⁴ and must make all Final Orders created on or after November 1, 2001, that are not subject to statutory exemption,⁵ publicly available on its website in order to be compliant with D.C. FOIA. As detailed below, RHC admits that it is not in full compliance with D.C. FOIA’s requirement to make Final Orders available on the Internet.

¹ D.C. Official Code §§ 2-536(a)(3); 2-536(b).

² D.C. Official Code § 2-531.

³ D.C. Official Code § 1-1162.05c(d).

⁴ D.C. Official Code §§ 2-536(a)(3); 2-536(b).

⁵ D.C. Official Code § 2-534; See February 4, 2011, Opinion of the Mayor’s Office of Legal Counsel (FOIA Appeal 2011-03).

I. BACKGROUND

RHC was established by the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.01 (“Rental Housing Act”). RHC was originally established by former versions of the Rental Housing Act enacted in 1975, 1977, and 1980.⁶ It is a three-member public body, whose members are appointed by the Mayor, with the advice and consent of the Council.⁷ The Chairperson and Chief Administrative Judge serve as the administrative head and personnel authority of the Commission, which, since October 1, 2019, is an independent agency.⁸ The Commission was located within the Department of Consumer and Regulatory Affairs (“DCRA”) from 1975 until Fiscal Year (FY) 2007. Prior to the Commission’s independence as an agency, the Commission was located within the Department of Housing and Community Development (“DHCD”) from FY 2008 until FY 2019.⁹

The Commission has three core duties to execute the Rental Housing Act: (1) the sole authority to issue, amend, and rescind rules and procedures; (2) deciding appeals brought to it from decisions of the Office of Administrative Hearings (“OAH”); and (3) the duty to certify and publish before March 1st of each year the annual adjustments to regulated rents.¹⁰ The Commission must publish Final Orders and Opinions on the Internet.¹¹ Petitions filed in the Rental Accommodations Division of the DHCD, result in cases that are adjudicated by the OAH.¹² The Commission has the authority to review the appeals adjudicated by the OAH.¹³ While determining appeals, the Commission may put forward procedural orders, as well as issue a decision and order on the merits.¹⁴

Although not an issue in this Advisory Opinion, the Commission has reported having an internal archive that contains electronic copies (in PDF format) of procedural orders and merits decisions dating back to 1975.¹⁵ This internal archive is reported to include all decisions and orders issued by the Commission.¹⁶ While not required, the Commission’s decisions and orders dating to 1985 are available through the subscription-based LEXIS research service.¹⁷

On December 8, 2022, I received your request for an Advisory Opinion concerning RHC’s compliance with D.C. FOIA’s mandatory disclosure of Final Orders requirement.¹⁸ I provided RHC with a copy of the Advisory Opinion request and on January 12, 2023, RHC submitted a

⁶ See RHC’s response to Director Allen, page 1.

⁷ D.C. Official Code § 42-3502.01(a-1)(1).

⁸ D.C. Official Code § 42-3502.01a; See RHC’s response to Director Allen, page 1; the Commission presently has a quorum of two appointed members: Lisa Gregory, Interim Chair and Chief Administrative Judge; and Adam Hunter, Administrative Judge.

⁹ D.C. Official Code § 42-3502.04b.

¹⁰ D.C. Official Code § 42-3502.02.

¹¹ D.C. Official Code § 2-536(a)(3).

¹² D.C. Official Code § 2-1831.03(b-1).

¹³ D.C. Official Code § 42-3502.16(h); D.C. Official Code § 2-509.

¹⁴ See 14 DCMR §§ 3800.6; 3821.

¹⁵ See RHC’s response to Director Allen, page 2.

¹⁶ See RHC’s response to Director Allen, page 2.

¹⁷ See RHC’s response to Director Allen, page 2.

¹⁸ D.C. Official Code § 2-536(a)(3).

written response, which I attached to this document. In its response, RHC admits to not being fully compliant with D.C. FOIA's provision that requires the proactive publishing of Final Opinions to its website or the Internet.

II. DISCUSSION

D.C. FOIA's mandatory disclosure of Final Orders provision is not a recent requirement. The mandatory disclosure of Final Orders provision was in D.C. FOIA when the measure was first enacted in 1976. In 2001, the law was amended to require that all Final Orders created on or after November 1, 2001, be made publicly available on the Internet or by other electronic means.¹⁹ Approximately 22 years have elapsed since enactment of the latter provision.

At issue is RHC's adherence to D.C. Official Code § 2-536(a)(3), which states: "[F]inal opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases"; and D.C. Official Code § 2-536(b) requiring such files to "...be made available on the Internet." The Commission admits it is not in full compliance with this provision of D.C. FOIA.

A. RHC is not in full compliance with D.C. FOIA.

In RHC's response to the OOG, the agency states that its decisions and orders are covered by D.C. FOIA and that the decisions and orders must be posted on RHC's website.²⁰ According to RHC's website, RHC has made approximately 59 Orders and 22 Opinions available to the public.²¹ The orders and opinions date back to 2019 and continue until 2022. I note that the orders and opinions do not date back to November 1, 2001, as mandated by D.C. FOIA.²² RHC also does not proffer that any of these decisions and orders have been archived pursuant to their records retention schedule.

D.C. FOIA instructs agencies to make all Final Orders created on or after November 1, 2001, publicly available on its website.²³ D.C. FOIA's proactive disclosure provisions mirror the federal FOIA's affirmative disclosure provisions.²⁴ Federal case law provides justification for proactive disclosure requirements. The federal FOIA statute's reading-room provision has as its "primary objective the elimination of secret law."²⁵ The "FOIA's reading-room provision represents an affirmative congressional purpose to require disclosure of documents which have the force and effect of law."²⁶ D.C. FOIA has the same proactive disclosure provisions.²⁷

Based on my review, OOG's investigation, and RHC's admission, I find that RHC has not fully complied with D.C. FOIA's proactive disclosure provisions because the RHC has not

¹⁹ See Report of the Committee on Government Operations on Bill 1-119, the Freedom of Information Act of 1975, at 2 (Council of the District of Columbia July 23, 1975); and Report of the Committee on Government Operations, Bill 13-829, the Freedom of Information Amendment Act of 2000, at 5 (Council of the District of Columbia October 31, 2000).

²⁰ D.C. Official Code §§ 2-536(a); 2-536(b); See RHC's response to Director Allen, page 2.

²¹ [RHC Decisions and Orders](#).

²² D.C. Official Code § 2-536(a); D.C. Official Code § 2-536(b).

²³ D.C. Official Code § 2-536(a)(3).

²⁴ 5 U.S.C. § 552(a)(2)(a).

²⁵ *Dep't of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749, 772 n.20 (1989).

²⁶ *N.L.R.B v. Sears, Roebuck & Co.* 421 U.S. 132, 153 (1975).

²⁷ D.C. Official Code § 2-536.

proactively disclosed all Final Orders, created on or after November 1, 2001, publicly available on the Internet or on its website.²⁸ The public does not have access to the information.

RHC admits it is not fully compliant with DC FOIA. Before becoming an independent agency in FY 2020, the RHC only had access to a page within the DHCD's website.²⁹ Since becoming an independent agency, the RHC has maintained a website with the intent to comply with D.C. FOIA by posting Final Orders but direct access to modify content has been controlled by the Office of the Chief Technology Officer ("OCTO").³⁰ RHC acknowledges the multi-step process for publication was ineffective and difficult to follow.³¹

Due to RHC's admission of non-compliance and acknowledgment of its inefficient procedure of posting decisions and orders prior to becoming an independent agency in FY 2020, I find that the RHC's current state of non-compliance is not willful. Having established RHC is not fully compliant with D.C. FOIA, the discussion below focuses on RHC's efforts to fully comply with D.C. FOIA.

B. RHC's current steps and future plans to fully comply with D.C. FOIA.

After reviewing the request for an Advisory Opinion, the RHC began a prompt analysis of RHC's processes and procedures concerning its website. In response to the review, RHC immediately made changes to its procedures. A standard operating procedure (SOP) has been written to detail what is required for posting information and the section on its website listing Final Orders has been redesigned to allow RHC access to control content, instead of OCTO.

With the new SOP in place, RHC is confident staff will be able to ensure adequate and consistent public posting. The SOP outlines each step that should be implemented when posting Final Orders.³² RHC's staff will be able to control the uploading of Final Orders and post information in a timely fashion. RHC also has plans to develop a database that will allow for easy access to current and past decisions. Because of the possible costs involved in the creation of the searchable database, RHC did not state a timeline for implementation. RHC should establish and make public its intent to institute the database and an anticipated date of completion.

II. CONCLUSIONS AND RECOMMENDATIONS

While RHC's website contains orders and opinions dating back to 2019, it is incomplete. Therefore, to become fully compliant with the mandatory proactive disclosure provisions of the D.C. FOIA, RHC must make all Final Orders, created on or after November 1, 2001, publicly available on the website.

I understand your concern about posting Final Orders after November 1, 2001, and before October 1, 2019, while RHC was located within the DHCD and DCRA. In the interest of openness and transparency, a single point of access for the public would be ideal. I encourage a discussion with the respective agencies to allow input into the final decision.

²⁸ D.C. Official Code §§ 2-536(a)(3); 2-536(b).

²⁹ See RHC's response to Director Allen, page 3.

³⁰ See RHC's response to Director Allen, page 4.

³¹ See RHC's response to Director Allen, page 4.

³² See RHC's response to Director Allen, page 4.

I also understand future efforts to automate the publication of information may be timely and costly, however, the D.C. FOIA proactive disclosure provisions are the law. All Final Orders should be published and years of not publishing the information should not continue. I recommend that RHC follow through with its plan to create a database that will allow public access to archived as well as current Final Orders. RHC should also request additional funding, if needed, to implement the database in a timely fashion.

As detailed above, I find that RHC is not in full compliance with the D.C. FOIA's requirement to make all Final Orders available on its website, the Internet, or by other electronic means.

Sincerely,



Niquelle M. Allen, Esq.

Director of Open Government

Board of Ethics and Government Accountability

cc: Daniel Mayer, General Counsel, Rental Housing Commission

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
RENTAL HOUSING COMMISSION**



December 30, 2022

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Dear Chairman Mendelson:

I am pleased to submit the attached annual report, pursuant to Section 201a(1)(E) of the "Rental Housing Act of 1985" (Act) (D.C. Law 6-10, D.C. OFFICIAL CODE § 42-3502.01a(1)(E)), on the Rental Housing Commission's (RHC) third-year operations as an independent agency. The RHC is the administrative court and regulatory body responsible for the impartial interpretation, implementation, and enforcement of the Act.

The RHC contributes to making the District's Rent Stabilization Program one of the most robust such programs in the country. The RHC is proud that tenants and housing providers trust the RHC to resolve administrative appeals, implement clear and comprehensive regulations, and determine permissible annual adjustments of rent for covered units.

The annual report highlights the RHC's implementation of new regulations – the first major amendments in 35 years, and its continued work to timely make regulatory changes.

The RHC looks forward to continuing to work with tenants, housing providers, legal professionals, advocates, and our partners across government. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Lisa M. Gregory
Interim Chair and Chief Administrative Judge, RHC



DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION 2022 ANNUAL REPORT

December 30, 2022

Our Mission

The Rental Housing Commission (RHC) works to ensure the fair and effective implementation of the District of Columbia's rent stabilization and tenant rights laws by publishing clear legal guidelines and resolving appeals in disputed cases.

Our Story

The RHC is the administrative court and regulatory body responsible for the impartial interpretation, implementation, and enforcement of the Rental Housing Act of 1985 (Act), D.C. Law 6-10, D.C. Official Code §§ 42-3501.01 - 3509.10.

The RHC: (1) certifies and publishes the annual, general rent adjustment; (2) issues, amends, and rescinds rules and procedures for the administration of the Act and for the resolution of disputes arising under the Act; and (3) in disputes under the Act, decides appeals from decisions of the Rent Administrator and the Office of Administrative Hearings (OAH).

The Act applies to all rental housing accommodations in the District of Columbia. Certain parts of the Act, such as eviction protections, apply to all District tenants. Title II of the Act is rent stabilization, which applies to any non-exempt rental unit. All rental units must be registered with the RAD either as subject to rent stabilization or exempt from rent stabilization. For any unit that is not registered with RAD, rent stabilization automatically applies. The most common exemptions are for rental units that are: (1) Federally or District-subsidized, (2) Built after 1975, (3) Owned by a natural person (i.e., not a corporation) who owns no more than four rental units in the District or (4) Vacant when the Act took effect.

The RHC generally hears and decides all matters as a three-judge panel. Disputes under the Act commonly include claims of illegal rent increases, requests for approval of special rent increases, repair of housing code violations, retaliation against tenants, and return of security deposits.

Our Team

- Alim Al-Musawwir, Program Support Assistant
- Xavier Edwards, Attorney Advisor
- Lisa M. Gregory, Interim Chair and Chief Administrative Judge
- Dorothy Grier, Mediator
- Adam Hunter, Administrative Judge
- Daniel Mayer, General Counsel
- LaTonya Miles, Clerk of the Court
- Michael T. Spencer, Acting Chief of Staff

A Robust Rulemaking Process

The RHC’s first major rulemaking in 35 years took effect on December 31, 2021. The Commission spent considerable time in 2022 working with its government partners to make sure the rules were implemented in the most efficient and effective manner. This rulemaking improves the well-being of tenants and housing providers and the families, businesses, and communities that depend on them to the greatest extent possible under the current Act.

The rulemaking amended all the implementing rules under the Act in Title 14 (Housing) of the District of Columbia Municipal Regulations (“DCMR”), Chapters 38 through 44. The identified six core purposes for reissuing all the rules that implement the Act:

1. to implement statutory changes that determine the lawful rents for units covered by rent stabilization;
2. to implement and clarify the roles of the RAD and the OAH due to the transfer of the evidentiary hearing function;
3. to implement and conform to numerous other statutory changes enacted since the Commission’s last rulemaking;
4. to codify and conform the rules to legal standards that are articulated in decisions of the Commission and the District of Columbia Court of Appeals (DCCA);
5. to update and improve operations and procedures of the RHC and Rental Accommodations Division (RAD) of DHCD, and
6. clarify language and to increase specificity in the rules.

The adopted rules relate to:

1. the Rent Stabilization Program of the Act,
2. registration requirements under the Act,
3. requirements for notices to vacate a rental unit covered by the Act,

-
4. other tenant rights provided by the Act, and
 5. procedures used by the RHC and the RAD to processes petitions and adjudicate cases arising under the Act.

On October 13, 2022, the Commission adopted emergency and proposed rules to make several technical corrections and minor procedural changes. These rules went into effect immediately and will remain in effect until February 10, 2023, unless final rules are published before then.

On December 9, 2022, the Commission published a notice of proposed rulemaking in the DC Register for public comment. The proposed rules relate to the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022 (D.C. Law 24-115), which took effect on May 18, 2022. That new law amends § 501 of the Rental Housing Act, related to notices to vacate and evictions, and adds a new § 510, related to tenant screening. The proposed rules amend Chapter 43 of Title 14 of the DCMR. Any persons wishing to comment on the proposed rules may do so in writing by January 27, 2023.

Adjudication and Enforcement

A tenant in the District whose rental unit is covered by the Act may file a complaint if they believe their housing provider has or is violating the Act. Except for DCCA, the administrative processes outlined below are cost-free and do not require an attorney.

STEP 1 – File a Complaint with RAD

A tenant that believes their housing provider has violated the Act may file a tenant petition with RAD for alleged illegal rent increases, substantial reductions in services or facilities, retaliation, security deposit, and interference with tenant organizing activities.

STEP 2 – Be Heard by OAH

An administrative law judge (ALJ) at OAH hears and resolves the tenant petition. The ALJ disposes of the matter on substantive and procedural grounds.

STEP 3 – File an Appeal with RHC

A housing provider or a tenant may appeal the ALJ's decision to the RHC. Upon receipt of the notice of appeal, the RHC obtains the record from OAH and schedules the party for mediation. At this time, the RHC cannot mandate participation in mediation.

Following mediation, the Clerk of the Court schedules the parties for a hearing before the RHC. The Commission may affirm, remand, or reverse the ALJ's decision in whole or in part. This is the last step of the administrative process and must be exhausted before the DCCA will hear and decide a case arising under the Act.

STEP 4 – File an Appeal with DCCA

A housing provider or a tenant may appeal the RHC's final decision to the DCCA. The court may affirm the agency decision or remand for further proceedings.



DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION 2023 ANNUAL REPORT

December 31, 2023

Our Mission

The Rental Housing Commission (RHC) works to ensure the fair and effective implementation of the District of Columbia's rent stabilization and tenant rights laws by publishing clear legal guidelines and resolving appeals in disputed cases.

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The RHC: (1) certifies and publishes the annual, general rent adjustment; (2) issues, amends, and rescinds rules and procedures for the administration of the Act and for the resolution of disputes arising under the Act; and (3) in disputes under the Act, decides appeals from decisions of the Rent Administrator and the Office of Administrative Hearings (OAH).

The Act applies to all rental housing accommodations in the District of Columbia. Certain parts of the Act, such as eviction protections, apply to all District tenants. Title II of the Act is rent stabilization, which applies to any non-exempt rental unit. All rental units must be registered with the RAD either as subject to rent stabilization or exempt from rent stabilization. For any unit that is not registered with RAD, rent stabilization automatically applies. The most common exemptions are for rental units that are: (1) Federally or District-subsidized, (2) Built after 1975, (3) Owned by a natural person (i.e., not a corporation) who owns no more than four rental units in the District or (4) Vacant when the Act took effect.

The RHC generally hears and decides all matters as a three-judge panel. Disputes under the Act commonly include claims of illegal rent increases, requests for approval of special rent increases, repair of housing code violations, retaliation against tenants, and return of security deposits.

Our Team

- Alim Al-Musawwir, Program Support Assistant
- Xavier Edwards, Attorney Advisor
- Lisa M. Gregory, Interim Chair and Chief Administrative Judge
- Dorothy Grier, Mediator
- Adam Hunter, Administrative Judge
- Daniel Mayer, General Counsel
- LaTonya Miles, Clerk of the Court
- Toya Carmichael, Administrative Judge

Ongoing Rulemaking Actions

The RHC is tasked with issuing, amending, and rescinding rules that implement and clarify the complex legal requirements and procedures of the Act. The RHC's first major rulemaking in 35 years took effect on December 31, 2021. The RHC spent time in 2022 and 2023 working with its partners in the Rental Accommodations Division of the Department of Housing and Community Development to draft and review crucial updates to the forms used by housing providers to comply with the Act's Rent Stabilization Program.

On October 13, 2022, at the start of Fiscal Year 2023, the RHC adopted emergency and proposed rules to make several technical corrections and minor procedural changes to its newly updated rules, based on ambiguities identified through the form revision process. On February 3, 2023, after public notice and comment, the RHC published a final rulemaking adopting these clarifications.

The Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022 (D.C. Law 24-115) took effect in May of 2022, amending, among other things, Title V of the Rental Housing Act. This new law made substantial changes to how notices to vacate and evictions must be sent to tenants and added new provisions on how housing providers may screen potential tenants. On December 9, 2022, the RHC published a notice of proposed rulemaking, with a public comment period that ran through January 27, 2023.

The RHC reviewed comments and prepared to publish revisions. At that time, the Council was considering, and ultimately enacted, the Fairness in Renting Clarification Amendment Act of 2023 (D.C. Law 25-65). These statutory clarifications required further changes to the rules that had been proposed. The RHC has prepared a second notice of proposed rulemaking that is currently awaiting legal sufficiency review by the Office of the Attorney General. The RHC anticipates publishing this notice for public comment in February 2024.

Adjudication and Enforcement

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An administrative law judge (ALJ) at OAH hears and resolves the tenant petition. The ALJ disposes of the matter on substantive and procedural grounds.

STEP 3 – File an Appeal with RHC

A housing provider or a tenant may appeal the ALJ's decision to the RHC. Upon receipt of the notice of appeal, the RHC obtains the record from OAH and schedules the party for mediation. At this time, the RHC cannot mandate participation in mediation.

Following mediation, the Clerk of the Court schedules the parties for a hearing before the RHC. The Commission may affirm, remand, or reverse the ALJ's decision in whole or in part. This is the last step of the administrative process and must be exhausted before the DCCA will hear and decide a case arising under the Act.

STEP 4 – File an Appeal with DCCA

A housing provider or a tenant may appeal the RHC's final decision to the DCCA. The court may affirm the agency decision or remand for further proceedings.



RENTAL HOUSING APPEALS



Tenants and housing providers may file complaints under the Rental Housing Act of 1985 and the Security Deposit Act. If you are a party in one of those cases and disagree with the final decision you received, you may appeal the decision of the Office of Administrative Hearings (“OAH”) or the Rent Administrator to the Rental Housing Commission (“Commission”).

The complete rules of the Commission may be found at [14 DCMR Chapter 38](#). You must follow those rules. This document is only an overview of some of the rules.

WHEN TO FILE

You must file an appeal with the Commission **10 business days** (Monday through Friday, except holidays) after the final order is issued. If the final order was sent to you only by **mail**, **5 calendar days** are added.

If a motion for reconsideration of the final order was filed with the OAH, you do not need to file an appeal until the motion is granted or denied. Motions may be automatically denied after 90 days; if this happens your time to appeal starts then.

HOW TO FILE

The Commission’s office is open Monday through Friday, except holidays, from **8:30 am to 4:30 pm**, unless stated otherwise on <https://rhc.dc.gov>, and is located at:

**441 4th Street, NW
Suite 1140B North
Washington, DC 20001**

You may hand-deliver a notice of appeal to the Commission’s office during business hours or you may mail it to that address. There is no extra time if you choose to mail it.

You may email a notice of appeal to rhc.clerk@dc.gov. Your notice must be attached as a **Word or PDF document**; do not write your appeal in the body of the email. Emails received after 4:30 pm are treated as filed the next business day. Late appeals may be dismissed.

You must **send the other party a copy** of your notice of appeal before or at the same time you file with the Commission.

WHAT TO FILE

You need to tell the Commission and the other party why you are appealing the decision. You must make a **clear and concise statement of each issue** that you want the Commission to reverse. Page 3 describes the kinds of issues you might raise.

You do not need to explain your full argument in the notice of appeal; you will have an opportunity to do so later. The Commission and the other party need to be able to understand generally what you are appealing and why. Numbered headings or bullet point lists are acceptable and helpful for organizing your issues.



RENTAL HOUSING APPEALS



WHAT WILL HAPPEN

After you file a notice of appeal, the Commission will request the full record of your case from the OAH or Rent Administrator. You will be offered a chance to settle your case with the other party through mediation provided by the Commission's staff.

Like with the OAH, parties can file motions asking the Commission to do things, including dismiss the appeal. You should be ready to file motions or respond to motions from the other party.

After the record is received, the Commission will issue a scheduling order for both parties to file "briefs." This is your opportunity to make your full argument in writing about why the decision you received was wrong. You must stick to the issues that you listed in your notice of appeal. The other party will have the chance to respond in their own brief.

Briefs are usually written by lawyers and are most effective when they cite statutes, regulations, and past cases. You may want to seek assistance; a list of legal service providers is available (see page 3).

After the briefs are filed, the Commission will hold a hearing for both sides to present 20-minute oral arguments and for the judges on the Commission to ask questions. This is normally in person, but you may request a virtual hearing. A hearing does not need to be held if both parties agree to only submit written arguments.

After all the arguments are made, the judges on the Commission will consider the issues and write a decision. They may affirm or reverse the original decision on each issue you appealed, and they may send the case back, called "remand," to the OAH or the Rent Administrator to fix any mistakes.

This whole process can take many months. Rent refunds and rent increases will be put on hold while the appeal is pending. The Commission may order a party to put money in escrow or purchase a bond to be sure the money is available after a decision is issued. If an eviction lawsuit is pending, the Superior Court may require an escrow account or bond instead.

AFTER AN APPEAL

When the Commission issues a decision, the case will either be remanded, or the decision will be final. If the case is remanded, the OAH or the Rent Administrator will need to issue a new decision, consistent with what the Commission said. That new decision can also be appealed to the Commission, but only on issues that come up after remand.

If the Commission's decision is final, any party that disagrees with it can file an appeal, called a petition for judicial review, with the D.C. Court of Appeals. That court will affirm, reverse, or remand the Commission's decision.



RENTAL HOUSING APPEALS



WHAT CAN BE APPEALED

The Rental Housing Commission cannot give you legal advice. This general background is not a substitute for the advice of your own attorney. A list of legal service providers is available.

You may want to file an appeal if you believe an error was made by the OAH or the Rent Administrator. An appeal is not a chance to argue the whole case again; you must show why the original judge made a specific mistake. Generally, the types of errors raised on appeal are either (1) procedural or (2) on the merits and may be (a) legal or (b) factual. Some issues may be a mix of more than one type of error.

Procedural errors mean that the judge did not follow the rules of litigation correctly and prevented you from fully presenting your case. This may include, for example, evidence that you weren't allowed to present or legal claims you weren't allowed to make.

For procedural issues, the Commission will usually defer to the original judge. You will need to show that the judge didn't follow the right rule or didn't give any reason for his or her decision.

Errors on the merits mean that the judge was wrong about who should have won the case based on the evidence presented or how much money should have been awarded. This may be because the judge misunderstood the law or because the judge got the facts wrong.

For legal issues, the Commission will make its own decision about what the law means, without deference to the original judge. These can be complex issues involving statutes, regulations, and past cases, or "precedent," that were decided by the Commission and D.C. Court of Appeals.

For factual issues, the Commission will usually defer to the original judge. Factual findings will only be reversed if there is no "substantial evidence" to support them. The Commission does not determine if witnesses were credible or take new evidence on appeal. The Commission may consider whether the right "burden of proof" was applied, meaning which party had to prove a fact to win the case.

For the Commission to reverse a decision, the errors you identify need to be important to the ultimate result. If you still would have lost the case without the error, it is called "harmless error" and the decision will be affirmed.

MORE INFORMATION

You can contact the Rental Housing Commission by email at rhc.clerk@dc.gov or by phone at (202) 442-8949. The Commission's website is <https://rhc.dc.gov>.

You can find links to the Rental Housing Act of 1985, the implementing regulations, and the Commission's rules for appeals on the website. Past decisions are also available there or by contacting the Commission. A list of legal service providers is available there and from the Rental Accommodations Division of the Department of Housing and Community Development at <https://dhcd.dc.gov/service/rent-control>.



RENTAL HOUSING COMMISSION

FY 2024 PERFORMANCE PLAN

NOVEMBER 22, 2023

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1 RENTAL HOUSING COMMISSION

Mission: The mission of the Rental Housing Commission (RHC) is to ensure the fair and effective implementation of the District of Columbias rent stabilization and tenant rights laws by publishing clear legal guidelines and resolving appeals in disputed cases.

Services: The RHC is responsible for the interpretation and application of the Rental Housing Act of 1985, as amended (the Act). The RHC: (1) certifies and publishes the annual, general allowable rent adjustment; (2) issues, amends, and rescinds rules and procedures for the administration of the Act and for the resolution of disputes arising under the Act; and (3) in disputes under the Act, decides appeals from decisions of the Rent Administrator and the Office of Administrative Hearings. Disputes under the Act commonly include claims of illegal rent increases, requests for approval of special rent increases, repair of housing code violations, retaliation against tenants, and return of security deposits

2 2024 OBJECTIVES

Strategic Objective

Resolve administrative appeals efficiently.

Issue, amend, and rescind rules and procedures for the administration of the Rental Housing Act (Act) and for the resolution of disputes arising under the Act.

Determine allowable annual adjustments of rent charged.

3 2024 OPERATIONS

Operation Title	Operation Description	Type of Operation
Resolve administrative appeals efficiently.		
Case Mediation	Lead dispute resolution efforts to reduce time and cost associated with appeals and help reach mutually agreeable settlement for parties.	Daily Service
Appellate Resolution	Resolves appeals by tenants and housing providers to decisions from the Rent Administrator or the Office of Administrative Hearings through written, legal decisions-making.	Daily Service
Issue, amend, and rescind rules and procedures for the administration of the Rental Housing Act (Act) and for the resolution of disputes arising under the Act.		
Monitor statutory changes to the Rental Housing Act of 1985	Monitors statutory changes to the Rental Housing Act of 1985 and determines if corresponding rent stabilization regulations need to be issued, amended or rescinded.	Daily Service
Determine allowable annual adjustments of rent charged.		
Determine allowable rent increases	Determine the change, during the twelve months of calendar year and the Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”) for all items in the metropolitan statistical area that includes the District of Columbia adjust to other statutorily required calculations.	Key Project

4 2024 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

Key Performance Indicators

Measure	Directionality	FY 2021	FY 2022	FY 2023	FY 2024 Target
Resolve administrative appeals efficiently.					
Average number of business days between oral argument to disposition	Down is Better	New in 2024	New in 2024	New in 2024	New in 2024
Average number of business days between preliminary case review and staff assignment	Down is Better	New in 2024	New in 2024	New in 2024	New in 2024
Percent of cases awaiting decision that are more than 340 business days old	Down is Better	New in 2024	New in 2024	New in 2024	New in 2024
Percent of cases mediated	Down is Better	New in 2024	New in 2024	New in 2024	New in 2024
Average number of calendar days between initial case filing to mediation scheduling	Down is Better	New in 2024	New in 2024	New in 2024	New in 2024
Percent of RHC decisions reversed by the D.C. Court of Appeals.	Down is Better	New in 2024	New in 2024	New in 2024	New in 2024
Issue, amend, and rescind rules and procedures for the administration of the Rental Housing Act (Act) and for the resolution of disputes arising under the Act.					
Average number of days from effective date of new legislation necessitating rulemaking to publication of notice of proposed rulemaking.	Neutral	New in 2024	New in 2024	New in 2024	New in 2024
Number of Bills enacted Necessitating Rulemaking	Neutral	New in 2024	New in 2024	New in 2024	New in 2024
Number of Public Comments Received to Notice(s) of Proposed Rulemaking	Neutral	New in 2024	New in 2024	New in 2024	New in 2024

Workload Measures

Measure	FY 2021	FY 2022	FY 2023
Appellate Resolution			
Number of cases pending resolution	New in 2024	New in 2024	New in 2024
Number of appeals filed	New in 2024	New in 2024	New in 2024
Number of orders rendered	New in 2024	New in 2024	New in 2024
Number of opinions rendered	New in 2024	New in 2024	New in 2024
Number of appeals hearings held	New in 2024	New in 2024	New in 2024
Number of cases resolved in 340 days or less.	New in 2024	New in 2024	New in 2024
Number of cases dismissed	New in 2024	New in 2024	New in 2024
Number of cases withdrawn	New in 2024	New in 2024	New in 2024
Average caseload per administrative judge	New in 2024	New in 2024	New in 2024
Case Mediation			
Number of eligible cases resolved through mediation	New in 2024	New in 2024	New in 2024
Number of cases pending mediation resolution at the end of the fiscal year.	New in 2024	New in 2024	New in 2024