

Run Date: 2/18/2025
Run Time: 15:02:38

As Of Date: 18-Feb-25

Issue	Position Status	Position Number	Title	Name	EmpId	Emp Rcd	Hire Date	Vacant Stg	Grade	Step	Salary	FTE x Dist ¹	Adds to FT	Job Code	Job Dept ^{1C}	Job Dept N	Pay Plan	Bargaining L	Union Cod	Budgeted ¹	Report Age	Funding A ¹	HR Agency	Combo Code	Distributo	Fund	Fund Nam	Program	CostCenter	ProjectID	Award	Task Num1	Project On	ComboCo	Position D	Departme	Location C	Location N	Reports to Position	Reports to Name	Position Effdt	Position N ¹	F/P Time	Reg/Temp	Work Sche	WAE	Sal Plan	Head Cour	FTE	Employee NTE D ¹	WGL Due Date	Ov/Let Date	Hourly Rat	Sensitivity	Sensitivity	Emergency	Essential I	Drug Test	Traffic Chr	Credit Che	Residency	Security C	Security D	Budget Date
A		00099873	CHIEF ADMIN JUDGE	Hunter,Adam R	00034822	0	4/25/2022	F		18	0	180668.2	1	Y	008059	DR100000	Rental Hoi DS	CH11	XAA	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099877	Mayer, Daniel L	12/3/2023	F	Term	F	N	D50087	1	1	7/18/2025	2/15/2024	86.85973	5	None	N	N	N	N	N	N	N	N	N	10/1/2024				
A		00099877	General Counsel	Mayer,Daniel L	00071468	0	3/10/2014	F	02		0	157527.1	1	Y	555255	DR100000	Rental Hoi LX	CH11	XAA	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	12/4/2021	F	Reg	F	N	L40001	1	1	12/5/2021	75.7342	6	Security	N	N	N	N	N	N	N	N	10/1/2024						
A		00099878	ADMIN JUDGE	Gregory,Lisa M	00037838	0	1/22/2008	F		17	0	165066.4	1	Y	007957	DR100000	Rental Hoi DS	CH11	XAA	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	10/13/2019	F	Reg	F	N	D50087	1	1		75.32999	5	None	N	N	N	N	N	N	N	N	10/1/2024						
A		00099880	ADMIN JUDGE	Carmichael,Tony	00101821	0	4/3/2023	F		17	0	165066.4	1	Y	007957	DR100000	Rental Hoi DS	CH11	XAA	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	10/13/2019	F	Reg	F	N	D50087	1	1		75.32999	5	None	N	N	N	N	N	N	N	N	10/1/2024						
A		00099881	Program Support Assistant	Muaweneh,Ali-Adam	00115500	0	10/1/2020	F		08	5	63711	1	Y	553056	DR100000	Rental Hoi DS	LJ	BIC	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	9/30/2020	F	Reg	F	N	D50079	1	1	10/18/2026	10/20/2024	30.63029	5	None	N	N	N	N	N	N	N	N	N	10/1/2024				
A		00099882	Attorney Advisor	Edwards,Javier B	00111935	0	11/13/2019	F		12	8	113944	1	Y	553088	DR100000	Rental Hoi LA	CH11	XAA	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	10/13/2019	F	Reg	F	N	L40001	1	1	11/2/2025	11/5/2023	54.34408	6	Security	N	N	N	N	N	N	N	N	N	10/1/2024				
A		00099846	Clerk of the Court	Miles,Latoriya A	00017412	0	12/23/1985	F		13	5	120451	1	Y	556618	DR100000	Rental Hoi DS	C1	BIB	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	11/3/2019	F	Reg	F	N	D50077	1	1	11/2/2025	11/5/2023	57.90914	5	None	N	N	N	N	N	N	N	N	N	10/1/2024				
A		00100188	Mediator					V		13	0	106763	1	Y	556647		DS	C1	BIB	Y	DR	DRO	DR	000146198	100	1010001	LOCAL FU	300092	30120	DRO	GL	DR100000	Rental Hoi	LOCDC00	One Judic	00099873	Hunter,Adam R	1/29/2020	F															10/1/2024										

TOTAL POSITIONS PRINTED = 8

Data Issues: If Column A line item has any indicator, the below reasons represent the indicator

C: The CORREL CODE assigned invalid, PS attributes not matching with DPS or HQ budget entry for current FY. Budget office please Review, create combo and assign in Dept. Budget entry

D: Department Budget Entry missing or inactive for the Position Nbr and Department ID. Budget office needs create budget entry with recent position data DeptID

J: Job Data Position Nbr and Department ID not matching with Position Data DeptID, contact Agency HR need to refresh Job Data

FY 2024 Employee Bonus, Special and Separation Pay

Rental Housing Commission
FY 2024 and 2025
Premium and Other Gross Pay

FY 2024			ADMINISTRATIVE PREMIUM	TERMINAL LEAVE	SEVERANCE PAY		
NAME	TITLE	POSITION NO	Sum of AMT- X7013005	Sum of AMT- X7013007	Sum of AMT- X7013017	Total	Reason for Payment
Miles,Latonya A	Clerk of the Court	99946	2,358.15	-	-	2,358.15	Union Business Pay
Spencer,Michael T.	Chief of Staff	110053	-	12,415.77	32,673.10	45,088.87	Position eliminated
Grand Total			2,358.15	12,415.77	32,673.10	47,447.02	

			ADMINISTRATIVE PREMIUM	TERMINAL LEAVE	SEVERANCE PAY		
FY2025							
NAME	TITLE	POSITION NO	Sum of AMT- X7013005	Sum of AMT- X7013007	Sum of AMT- X7013017	Total	Reason for Payment
Dorothy Greer	Mediator	100188	-	25,594.28	-	25,594.28	Separation pay
Grand Total			-	25,594.28	-	25,594.28	

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

Labor Management Agreement



Local 272
Effective through September 30, 199



★★★
FOOTNOTES
PAGE 2

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 North Capitol Street, N.E., Room G-9, and the telephone number is 202-4540.

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

ARTICLE 6
NON-DISCRIMINATION

Section A:

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

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

Section B:

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

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

ion G:

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

Section H:

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

Section I:

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

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

Section J:

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

ARTICLE 7
UNION SECURITY AND UNION DUES DEDUCTIONS

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

Section F:

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

Section G:

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

Section H:

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

Section I:

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

ARTICLE 8
UNION REPRESENTATION

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

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

Section F:

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

Section G:

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

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

Section H:

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

Section I:

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

Section J:

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

ARTICLE 9 GRIEVANCE PROCEDURE

Section A:

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

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

Section B:

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

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

Section C- Presentation of Grievance:

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

2. Catagories 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 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.

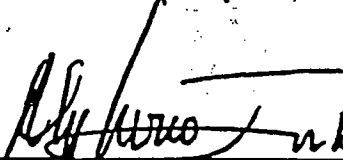
Louise Smothers
Louise Smothers, President
American Federation of
Government Employees, Local
2725

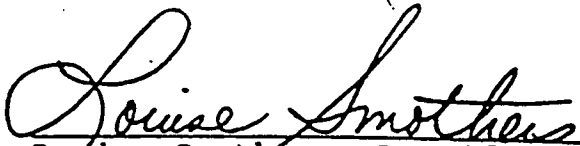
Karen-Ann Melchby for MP
Michelle Peterson
Labor Relations Officer
D.C. Office of Labor Relations
and Collective Bargaining


Date: 12-13-88

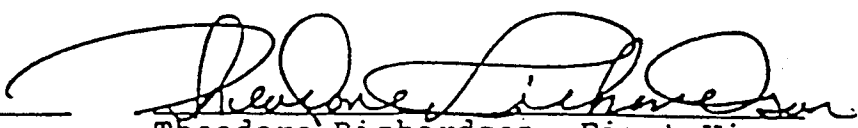
Date: 12-13-88

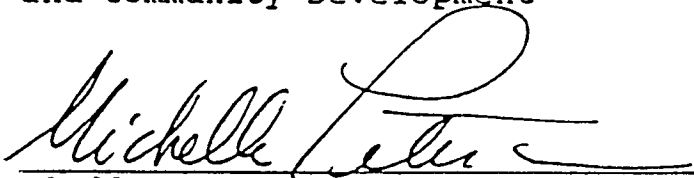
IN WITNESSES THEREOF, the parties have entered into this Agreement on this 18 day of December, 1988.



Alphonso Jackson, Director
Department of Public and Assisted
Housing

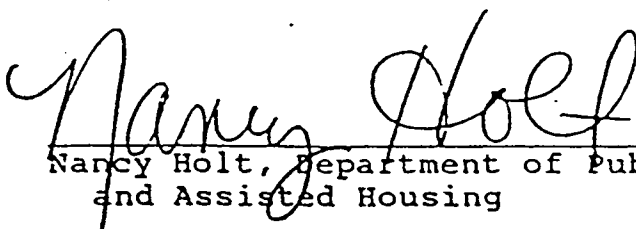

Louise Smothers, President
Local 2725, American Federation
of Government Employees, AFL-CIO

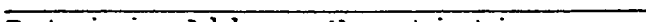

David Dennison
Director, Department of Housing
and Community Development



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

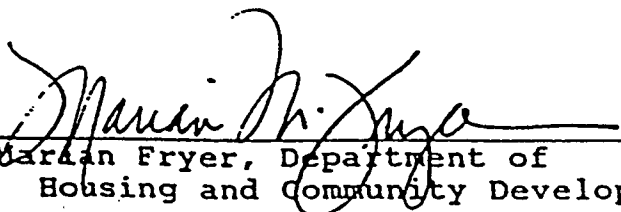

Vermont Vess, Asst. Chief
Steward, Local 2725, American
Federation of Government
Employees, AFL-CIO

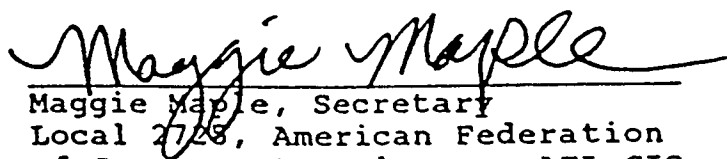

Nancy Holt, Department of Public
and Assisted Housing


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


Dayton Watkins, Department of
Housing and Community Development

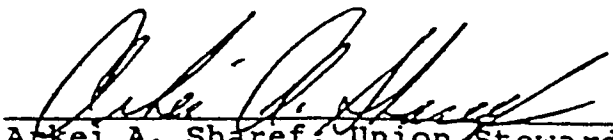

Lolita Givens, Union Steward
(DHCD), Local 2725, American
Federation of Government
Employees, AFL-CIO


Marian Fryer, Department of
Housing and Community Development

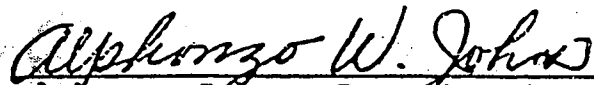

Maggie Maple, Secretary
Local 2725, American Federation
of Government Employees, AFL-CIO



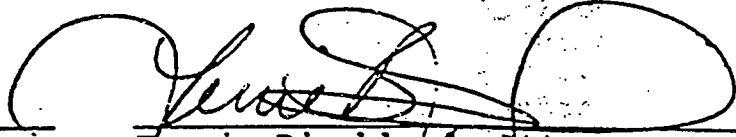
Frances Sloan, Department of Housing
and Community Development



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



Alphonzo Johns, Department of
Housing and Community Development



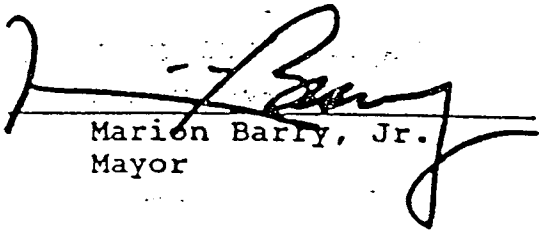
Terrie Bjorklund, Attorney to
Local 2725, American Federation
of Government Employees, AFL-CIO

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.

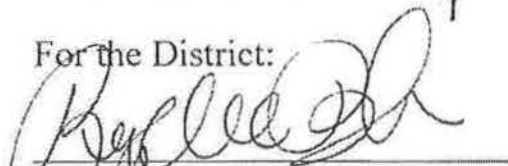
17. With respect to § 1635, the mediation procedures described in this section shall be available to bargaining unit employees. If mediation ends in an agreement, this precludes further grievance action. All mediation agreements are final and binding.

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.

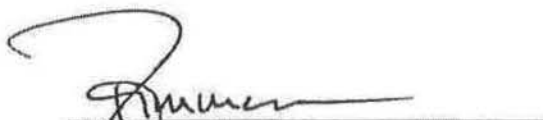
This 5th day of July 2018.

For the District:

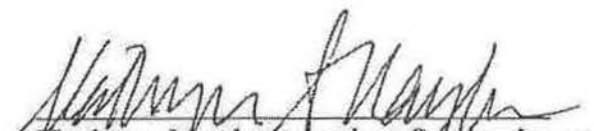

Repunzelle Bullock, Director
OLRCB

For the Unions:

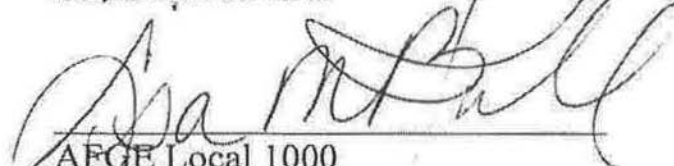

AFGE Local 2978

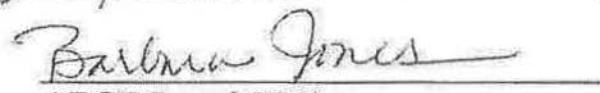

Justin Zimmerman, Associate Director
DC Human Resources



AFGE Local 383

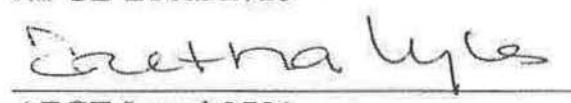

Kathryn Naylor, Acting Supervisory
Attorney Advisor
OLRCB


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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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, PhD., Director
Department of Behavioral Health

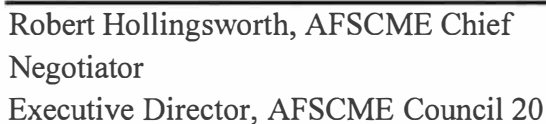


Brendolyn McCarty-Jones, Labor Liaison
Department of Behavioral Health

FOR THE LABOR UNIONS



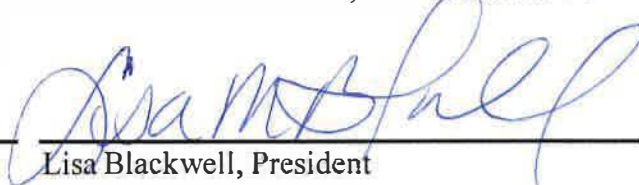
Lee Blackmon, NAGE Chief Negotiator
Director, NAGE/SEIU, Federal Division



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



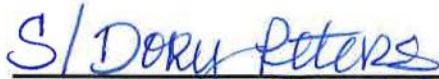
India Daniels, Labor Liaison
Fire and Emergency Medical Services
Department



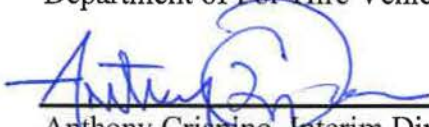
Debbie Knox, President
NAGE Local R3-07



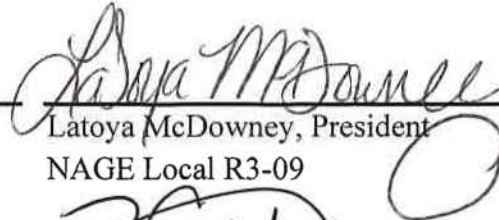
Lisa White, President
NAGE Local R3-08



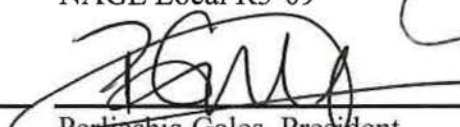
David Do, Director (Interim)
Department of For-Hire Vehicles



Anthony Crispino, Interim Director
Department of Forensic Sciences

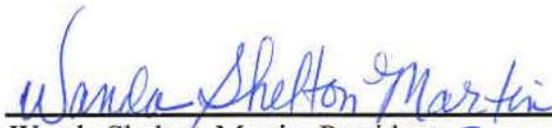


Latoya McDowney, President
NAGE Local R3-09



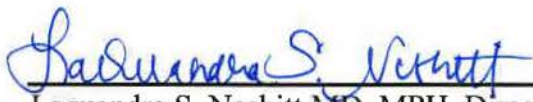
Perlieshia Gales, President
NAGE Local R3-11

Keith A. Anderson, Director
Department of General Services



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

Ronald Thaxton, Labor Liaison
Department of General Services



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


Larry Doggette, President
Public Service Employees Local 572

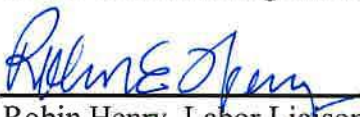



Lisa Wallace, Vice President (Acting)
SEIU 1199

David Memnon, Labor Liaison
Department of Health


John Gibson, President
Teamsters Local 639

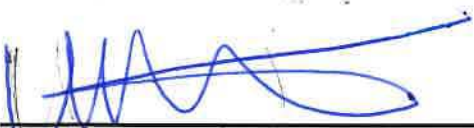

George Schutter, Chief Procurement Officer
Office of Contracting and Procurement


Robin Henry, Labor Liaison
Office of Contracting and Procurement


Thomas N. Faust, Director
Department of Corrections



Paulette Johnson, Labor Liaison
Department of Corrections


Andrew Reese, Director
Department on Disability Services

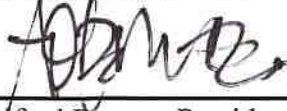

Unique N. Morris-Hughes, Director
Department of Employment Services

Tracey Langley, Labor Liaison
Department of Employment Services

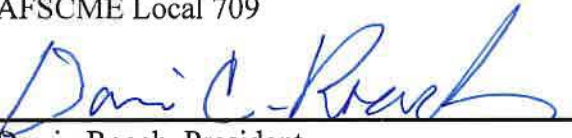
Tommy Wells, Director
Department of Energy and Environment



Wayne Enoch, President
AFSCME Local 2401


Felicia Dantzler, President
AFSCME Local 2743


Alfred Barnes, President
AFSCME Local 2776

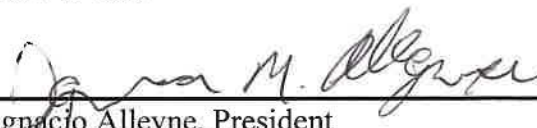

Debra Walker, President
AFSCME Local 709


Darrin Roach, President
AFSCME Local 877


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

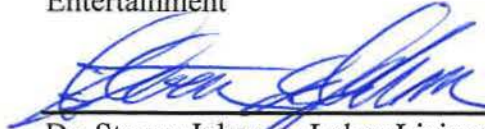

Derrick Hunter, Chairperson
FOP-DC Protective Services


Regina Robinson, Chairperson
FOP-DYRS


Ignacio Alleyne, President
NAGE Local R3-05

8/ 

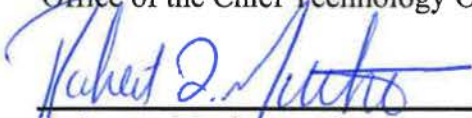
Angie M. Gates, Director
Office of Cable Television, Film, Music and
Entertainment



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

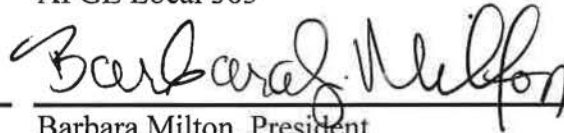
Carrol Ward, President
AFGE Local 2978



Aretha Lyles, President
AFGE Local 3721



Kenneth Pitts, President
AFGE Local 383



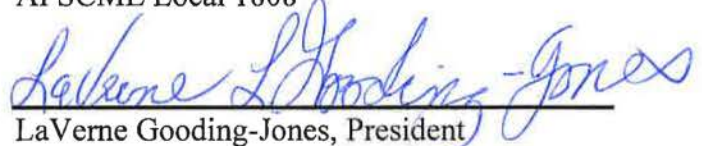
Barbara Milton, President
AFGE Local 631



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

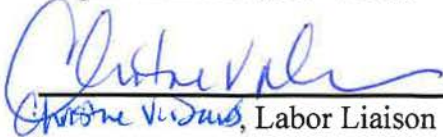
Tammyjo Scriven, Labor Liaison
Department of Human Services

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



Christine Vidano, Labor Liaison
Department of Public Works



Jed Ross, Chief Risk Officer
Office of Risk Management



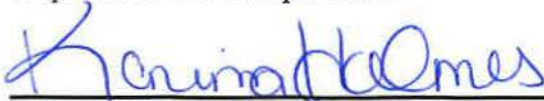
Dr. Christina Grant, State Superintendent of
Education
Office of the State Superintendent of
Education

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



Everett Lott, Director
Department of Transportation

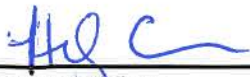
Leah Brown, Labor Liaison
Department of Transportation



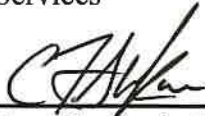
Karima Holmes, Director
Office of Unified Communications



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

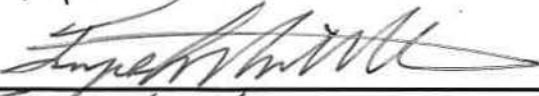


Ronald Mason, Jr., J.D., President
University of the District of Columbia

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



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Rental Housing Commission (RHC or “Buyer Agency”) and the District of Columbia Department of Human Resources (DCHR 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

The Buyer serves as the personnel authority for its staff and provides personnel and resource support to other offices. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

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 provide the Buyer Agency the HR services listed in *Attachment A*. For each service, the Seller Agency shall provide policy guidance, data processing, and customer service to the Buyer Agency, its management staff, and its employees, when applicable.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the services listed in *Attachment A*, the Buyer Agency shall:

1. Fund a project in the amount of \$6,188 (six thousand, one hundred and eighty-eight dollars) within thirty (30) days of the effective date to Seller Agency;
2. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
3. Ensure that employees are actively enrolled in Employee Self Service;
4. Designate an RHC employee to serve as a Human Resources Advisor (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
5. Coordinate, in good faith and promptly, with DCHR before engaging in any corrective or adverse action procedure involving an RHC employee, non-union dispute resolution or mediation, or non-union grievance process;
6. Ensure that all RHC management are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA shall be responsible for RHC level ePerformance training and administration once they have received initial training from DCHR;
7. Agree to be bound, at its discretion, by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations, and all implementing DCHR policies, procedures, issuances and other guidance, unless specifically superseded by statute, while reserving the right to promulgate its own personnel rules;
8. Understand that DCHR will not provide guidance and support on actions taken by RHC outside of DCHR's policies, procedures, issuances, and other guidance; and
9. Agree that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from April 1, 2024 (the "effective date") through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the services provided under this MOU shall not exceed \$6,188 for Fiscal Year 2024. The total cost of the services is based on the Seller Agency's estimate of the actual cost of the services that will be provided under this MOU.

B. PAYMENT

1. Within thirty (30) days after this MOU is fully executed, or by May 1, 2024, 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. COMPLIANCE WITH LAW

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

IX. COMPLIANCE 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

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

Adam R. Hunter
Rental Housing Commission
441 4th Street, NW, Suite 1140 B-North
Washington, DC 20001
(202) 442-8949

Seller Agency

Nicole A. Cook, Chief Administrative Officer
DC Department of Human Resources
1015 Half Street, SE, 8th Floor
Washington DC 20003
(202) 316-8543

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Michael T. Spencer and Nicole Cook, Chief Administrative Officer for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of RHC and DCHR for resolution.

XIV. CONFIDENTIAL INFORMATION

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

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

RENTAL HOUSING COMMISSION

Adam R. Hunter
Chairperson and Chief Administrative Judge

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

Charles Hall, Jr.
Director

Date

DC DEPARTMENT OF HUMAN RESOURCES

Attachment A - HR SUPPORT SERVICES

Benefits and Retirement Services

Administrative processing of employee benefits coverage
Administrative calculations and processing of retirements
Individual retirement counseling

Recruitment and Staffing Services

Administrative processing of personnel actions
Posting of vacancy announcements
Rating and ranking of candidates
Targeted recruitment
Creation and maintenance of Official Personnel Folders
New Hire Orientation services

Classification and Compensation Services

Classification of newly created positions
Recertification of existing positions
Desk audits
Agency reorganizations or realignments
Establishment of compensation schedules
Processing of Within Grade Increases and COLAs

Legal Review and Consultation Services

Legal consultation and risk mitigation guidance, as requested

Policy Advisement Services

Management guidance on District Personnel Manual policies

Employee Relations Services

Management guidance on the progressive discipline process
Guidance on FMLA/PFL policies and requirements

Performance Management Services

Guidance on effective Performance Management principles and implementation of e-Performance Management
Oversight of performance management plans & evaluations
Access to Performance Management appeals process



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS

AND

THE DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Office of Human Rights (“OHR” or “Buyer Agency”) and the District of Columbia Rental Housing Commission (“RHC” 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

Once the Director of OHR issues a Probable Cause finding, a case is certified to the D.C. Commission on Human Rights (“COHR”), an agency within OHR. At any point after certification, COHR may provide voluntary mediation services to parties upon request. Specifically, an individual administrative law judge at the Commission will hold a Settlement Conference, and mediate a case that has been assigned to another administrative law judge for an evidentiary hearing. RHC is comprised of three administrative judges who hear appeals in landlord-tenant cases. Due to the current shortage of administrative law judges at COHR to mediate its current case load, COHR is engaging the administrative judges of RHC to support in the mediation program of COHR.

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 provide the Buyer Agency with administrative judges as mediators to pending cases before COHR according to the COHR Settlement Conference Policy and Procedures outlined in *Attachment A* (“Mediation Policy”). For each case suitable for mediation under the Mediation Policy, the Seller Agency shall:

1. Assign an administrative judge and contact parties to schedule mediation within 3-5 days of being assigned the case from the Buyer Agency;
2. Absent extenuating circumstances, of which COHR shall be made aware, mediation shall be scheduled within 21 days of an assignment. If a party, or both, refuse to cooperate, in good faith, with mediation, including delaying responding to requests for availability or information, the Seller Agency shall not proceed with scheduling, and the matter shall be transferred back to the Presiding Judge at COHR for an evidentiary hearing.
3. Communicate the outcomes of all mediation immediately upon the completion of mediation;
4. Invoice the Buyer Agency within two weeks after the completion of the mediation.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the services listed in the Mediation Policy, the Buyer Agency shall:

1. Designate funding for the project in the estimated number of cases to be mediated by the Seller Agency;
2. Designate funding and provide a procedure for any interpretation/translation services as required by the Language Access Act;
3. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
4. Provide the Seller Agency with the location and/or virtual meeting platform consistent with Buyer Agency’s mediation program;
5. Provide Seller Agency with all mediation policies, best practices, training manuals, and up-to-date relevant caselaw and legal review that could reasonably impact COHR mediation.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from July 23, 2024 (the “effective date”) through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

The Parties may extend the term of this MOU for successive fiscal years after the end of FY24 (i.e., September 30, 2024). The Buyer Agency will provide a written notice to the Seller Agency of its intent to extend the MOU at least thirty (30) days before the MOU expires. However, the preliminary notice does not commit either Party to an extension. The exercise of the extension is subject to the availability of funding and the Buyer Agency’s need for the services offered by the Seller Agency under this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the services provided under this MOU shall be, for each scheduled mediation, a flat fee of Six Hundred and Fifty Dollars (\$650) for time spent preparing for the mediation plus Two Hundred Dollars (\$200) per hour, calculated in 15 minute increments, for time spent conducting the mediation.

B. PAYMENT

1. Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount of \$6,000, the estimated number of mediations to be serviced by the Seller Agency in this FY based on the above calculation. 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 the services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual services provided under this MOU. The Seller Agency shall invoice the Buyer Agency after every mediation.

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. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU. No review shall breach the confidentiality requirements set forth in Part XI below and/or applicable professional ethical standards.

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. CONFIDENTIAL INFORMATION

All case information exchanged between the Parties, such as party names, any party submissions, and the outcome of the mediation shall be treated in accordance with the confidentiality provisions established under D.C. Code §§ 2-1401.02(16)(c); 1402.52(c)(2). The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and local statutes, regulations, and policies.

XII. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts

due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XIII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

Kenneth Saunders
DC Office of Human Rights
441 4th Street NW, Suite 570 North,
Washington, DC 20001
Phone: (202) 727-4559

Seller Agency

Adam R. Hunter
Rental Housing Commission
441 4th Street, NW, Suite 1140 B-North
Washington, DC 20001
(202) 442-8949

XIV. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Daniel Mayer or Andrea Goplerud for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of COHR and RHC for resolution.

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


BUYER AGENCY: DISTRICT OF COLUMBIA COMMISSION ON HUMAN RIGHTS


Kenneth Saunders
OHR Acting Director

7/23/24

Date

SELLER AGENCY: DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION


Adam R. Hunter
Chairperson and Chief Administrative Judge

7/23/2024

Date



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2025

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Rental Housing Commission (RHC or “Buyer Agency”) and the District of Columbia Department of Human Resources (DCHR 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

The Buyer serves as the personnel authority for its staff and provides personnel and resource support to other offices. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

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 provide the Buyer Agency the HR services listed in *Attachment A*. For each service, the Seller Agency shall provide policy guidance, data processing, and customer service to the Buyer Agency, its management staff, and its employees, when applicable.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the services listed in *Attachment A*, the Buyer Agency shall:

1. Fund a project in the amount of \$12,362 (twelve thousand, three hundred and sixty-two dollars) within thirty (30) days of the effective date to Seller Agency;
2. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
3. Ensure that employees are actively enrolled in Employee Self Service;
4. Designate an RHC employee to serve as a Human Resources Advisor (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
5. Coordinate, in good faith and promptly, with DCHR before engaging in any corrective or adverse action procedure involving an RHC employee, non-union dispute resolution or mediation, or non-union grievance process;
6. Ensure that all RHC management are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA shall be responsible for RHC level ePerformance training and administration once they have received initial training from DCHR;
7. Agree to be bound, at its discretion, by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations, and all implementing DCHR policies, procedures, issuances and other guidance, unless specifically superseded by statute, while reserving the right to promulgate its own personnel rules;
8. Understand that DCHR will not provide guidance and support on actions taken by RHC outside of DCHR's policies, procedures, issuances, and other guidance; and
9. Agree that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2024 (the "effective date") through September 30, 2025, unless early terminated pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the services provided under this MOU shall not exceed \$12,362 for Fiscal Year 2025. The total cost of the services is based on the Seller Agency's estimate of the actual cost of the services that will be provided under this MOU.

B. PAYMENT

1. Within thirty (30) days after this MOU is fully executed, or by November 1, 2024, 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. COMPLIANCE WITH LAW

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

IX. COMPLIANCE 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

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

Adam R. Hunter
Rental Housing Commission
441 4th Street, NW, Suite 1140 B-North
Washington, DC 20001
(202) 442-8949

Seller Agency

Nicole A. Cook, Chief Administrative Officer
DC Department of Human Resources
1015 Half Street, SE, 8th Floor
Washington DC 20003
(202) 316-8543

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Daniel Mayer and Nicole Cook, Chief Administrative Officer for resolution. If these individuals are unable to resolve

such a dispute, the dispute shall be referred to the directors of RHC and DCHR for resolution.

XIV. CONFIDENTIAL INFORMATION

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

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

RENTAL HOUSING COMMISSION



Adam R. Hunter
Chairperson and Chief Administrative Judge

8/30/2024

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES



Charles Hall, Jr.
Director

9 / 23 / 24

Date



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS

AND

THE DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

FOR FISCAL YEAR 2025

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Office of Human Rights (“OHR” or “Buyer Agency”) and the District of Columbia Rental Housing Commission (“RHC” 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

Once the Director of OHR issues a Probable Cause finding, a case is certified to the D.C. Commission on Human Rights (“COHR”), an agency within OHR. At any point after certification, COHR may provide voluntary mediation services to parties upon request. Specifically, an individual administrative law judge at the Commission will hold a Settlement Conference, and mediate a case that has been assigned to another administrative law judge for an evidentiary hearing. RHC is comprised of three administrative judges who hear appeals in landlord-tenant cases. Due to the current shortage of administrative law judges at COHR to mediate its current case load, COHR is engaging the administrative judges of RHC to support in the mediation program of COHR.

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 provide the Buyer Agency with administrative judges as mediators to pending cases before COHR according to the COHR Settlement Conference Policy and Procedures outlined in *Attachment A* (“Mediation Policy”). For each case suitable for mediation under the Mediation Policy, the Seller Agency shall:

1. Assign an administrative judge and contact parties to schedule mediation within 3-5 days of being assigned the case from the Buyer Agency;
2. Absent extenuating circumstances, of which COHR shall be made aware, mediation shall be scheduled within 21 days of an assignment. If a party, or both, refuse to cooperate, in good faith, with mediation, including delaying responding to requests for availability or information, the Seller Agency shall not proceed with scheduling, and the matter shall be transferred back to the Presiding Judge at COHR for an evidentiary hearing.
3. Communicate the outcomes of all mediation immediately upon the completion of mediation;
4. Invoice the Buyer Agency within two weeks after the completion of the mediation.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the services listed in the Mediation Policy, the Buyer Agency shall:

1. Designate funding for the project in the estimated number of cases to be mediated by the Seller Agency;
2. Designate funding and provide a procedure for any interpretation/translation services as required by the Language Access Act;
3. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
4. Provide the Seller Agency with the location and/or virtual meeting platform consistent with Buyer Agency’s mediation program;
5. Provide Seller Agency with all mediation policies, best practices, training manuals, and up-to-date relevant caselaw and legal review that could reasonably impact COHR mediation.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2024 (the “effective date”) through September 30, 2025, unless terminated early pursuant to Section XI of this MOU.

The Parties may extend the term of this MOU for successive fiscal years after the end of FY25 (i.e., September 30, 2025). The Buyer Agency will provide a written notice to the Seller Agency of its intent to extend the MOU at least thirty (30) days before the MOU expires. However, the preliminary notice does not commit either Party to an extension. The exercise of the extension is subject to the availability of funding and the Buyer Agency’s need for the services offered by the Seller Agency under this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the services provided under this MOU shall be, for each scheduled mediation: 1) a flat fee of Six Hundred and Fifty Dollars (\$650) for time spent preparing for the mediation; plus 2) Two Hundred Dollars (\$200) per hour, calculated in 15 minute increments, for time spent conducting the mediation.

B. PAYMENT

1. Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount of \$12,000, for the estimated number of mediations to be serviced by the Seller Agency in this FY based on the above calculation. 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 the services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual services provided under this MOU. The Seller Agency shall invoice the Buyer Agency after every mediation.

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. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU. No review shall breach the confidentiality requirements set forth in Part XI below and/or applicable professional ethical standards.

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. CONFIDENTIAL INFORMATION

All case information exchanged between the Parties, such as party names, any party submissions, and the outcome of the mediation shall be treated in accordance with the confidentiality provisions established under D.C. Code §§ 2-1401.02(16)(c); 1402.52(c)(2). The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and local statutes, regulations, and policies.

XII. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant

to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XIII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency
Kenneth Saunders
DC Office of Human Rights
441 4th Street NW, Suite 570 North,
Washington, DC 20001
Phone: (202) 727-4559

Seller Agency
Adam R. Hunter
Rental Housing Commission
441 4th Street, NW, Suite 1140 B-North
Washington, DC 20001
(202) 442-8949

XIV. RESOLUTION OF DISPUTES


All disputes arising under this MOU shall be referred to Daniel Mayer or Juliette Niehuss for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of COHR and RHC for resolution.

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

BUYER AGENCY: DISTRICT OF COLUMBIA COMMISSION ON HUMAN RIGHTS

 _____ Kenneth Saunders OHR Acting Director	<u>11/4/2024</u> _____ Date
---	-----------------------------------

SELLER AGENCY: DISTRICT OF COLUMBIA RENTAL HOUSING COMMISSION

 _____ Adam R. Hunter Chairperson and Chief Administrative Judge	<u>10/30/2024</u> _____ Date
--	------------------------------------

ATTACHMENT A

Hearing Unit Settlement Conference Policy and Procedures (as of June 5, 2024)

The Hearing Unit is committed to providing all parties, including those who may wish to avoid an evidentiary hearing, with opportunities to cooperatively and confidentially discuss their issues, and to voluntarily resolve them, if possible, on their own terms. Thus, at any stage of a case, parties may request to mediate their dispute(s) at a Settlement Conference, before a Settlement Judge.

Accordingly, the following steps outline the Hearing Unit's Settlement Conference procedure:

1. The Presiding Judge in a given case shall contact the Settlement Judge on or around the same day the parties request a Settlement Conference ("Conference").
 - a. The Presiding Judge shall provide the Settlement Judge with pertinent case information, including namely the case name (XXX v. YYY), case number (OHR No. 12345), the parties' names, and the names and contact information of Counsel. An email shall suffice.
 - b. The Presiding Judge shall also provide (via email) the Settlement Judge with the Letter of Determination issued in a case, whereby the District's Office of Human Rights ("OHR") found probable cause to believe the Respondent(s) discriminated against the Complainant(s).
2. Within 3-5 days of receiving case information (*supra*, Paragraph 1(a)), the Settlement Judge shall make contact with the parties to schedule the Conference.
3. The Settlement Judge, or Settlement Judge's designee, shall provide the parties with instructions for completing and returning a Mediation Agreement ("Agreement") and Confidential Mediation Statements ("Statements").
 - a. If possible, the Settlement Judge shall present the Mediation Agreement, requesting the parties' electronic signature, via DocuSign and/or the equivalent. (Absent mutual written agreement otherwise, all parties shall sign the Agreement prior to the start of any Settlement Conference.)
 - b. The deadline by which parties are to return Statements shall be at the sole discretion of the Settlement Judge. However, in an effort to provide parties and the Settlement Judge with adequate time to prepare and/or review Statements, ideally parties will have at least two weeks to prepare Statements, and the judge will have at least two business days to review them.
 - i. For example, if on July 1st, parties and the Settlement Judge agree that a Settlement Conference will take place on July 17th, ideally, the

parties would have until July 14th to submit their Statements, and the Settlement Judge will have two days (July 15th-16th) to review the Statements and prepare for the Conference.

4. The Settlement Judge shall reserve, at minimum, two hours for a Conference, although, ultimately, the parties may not require or remain engaged the entire time.
5. Settlement Conferences shall be conducted virtually, via Zoom, and, under no circumstances, are to be recorded.
 - a. Notwithstanding the foregoing, a Settlement Judge will consider any request(s) of a party, or parties, to attend a Settlement Conference in person.
 - b. The Commission currently shares courtroom space with the Office of Administrative Hearings (“OAH”). Thus, any in-person Settlement Conference conducted by a Settlement Judge from the Commission, will be contingent upon approval by OAH and, thus, will likely convene in a hearing room designated by OAH.
6. A Settlement Judge cannot order parties to settle, nor shall he/she/they assess blame or fault upon any party. Rather, the Settlement Judge shall attempt to facilitate a productive conversation surrounding the parties’ dispute(s)—including helping the parties express their concerns, interests and goals—as well as help them identify and/or narrow their issues, and reach agreement, if possible.
7. Upon mutual agreement of the parties, a Settlement Judge (or his/her/their designee) may draft and disseminate to the parties a summary of the Settlement Conference, including any and all issues resolved during the Conference, as well as any that remain outstanding.
 - a. Similarly, if OHR is a party in a case, OHR may—in addition to drafting any Voluntary Compliance Agreement intended for the Respondent—assist with creating a written document that outlines the terms of the parties’ (Complainant(s) and Respondent(s)) agreement.
8. The Settlement Judge shall notify the Presiding Judge immediately upon conclusion of a Settlement Conference whether the parties reached agreement, whether the parties intend to reconvene at a later date and time for another Conference, or whether the parties remain at impasse. An email shall suffice.
9. The Settlement Judge is prohibited from discussing, including with any Presiding Judge, any information related to a Settlement Conference, including without limitation a party’s or parties’ offer(s) for settlement, or any other related communications.

Rental Housing Commission
Budget and Expenditures by Program and Fund
FY 2025, Year to Date

Agency	DR0
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Data															
Cost Center	Cost Center Description	Program	Program Description	Fund	Fund Description	Account Category Description (Parent Level 3)	Sum of Initial Budget	Sum of Adjustment Budget	Sum of Total Budget	Sum of Commitment	Sum of Obligation	Sum of Expenditure	Sum of Budget Reservations	Sum of Available Budget	
30120	OFFICE OF THE RENTAL HOUSING COMMISSION	300092	RENTAL HOUSING REGULATION AND COMPLIANCE	1010001	LOCAL FUNDS	PERSONNEL SERVICES	\$1,302,378.74	\$0.00	\$1,302,378.74	\$0.00	\$0.00	\$413,496.62	\$0.00	\$888,882.12	
						NON-PERSONNEL SERVICES	\$60,914.51	\$0.00	\$60,914.51	\$0.00	\$10,408.74	\$5,732.85	\$0.00	\$44,772.92	
Grand Total							\$1,363,293.25	\$0.00	\$1,363,293.25	\$0.00	\$10,408.74	\$419,229.47	\$0.00	\$933,655.04	

Rental Housing Commission
Budget and Expenditures by Program and Fund
FY 2024

Agency DR0

Cost Center	Cost Center Description	Program	Program Description	Fund	Fund Description	Account Category Description (Parent Level 3)	Data				
							Sum of Initial Budget	Sum of Adjustment Budget	Sum of Total Budget	Sum of Expenditure	Sum of Available Budget
30120	OFFICE OF THE RENTAL HOUSING COMMISSION	300092	RENTAL HOUSING REGULATION AND COMPLIANCE	1010001	LOCAL FUNDS	PERSONNEL SERVICES	\$1,298,500.06	\$20,588.00	\$1,319,088.06	\$1,335,166.19	-\$16,078.13
						NON-PERSONNEL SERVICES	\$78,065.06	-\$30,849.00	\$47,216.06	\$26,073.06	\$21,142.98
Grand Total							\$1,376,565.12	-\$10,261.00	\$1,366,304.12	\$1,361,239.25	\$5,064.85

DR0 FY2024 FY2025
Q#26 REPROGRAMMINGS

Questions #26

FY 24

#	Agency	Reprogramming	Date	Fiscal Year	Dollar Amount	Funding Source	Rationale
1	DR0	REPROG-1330	7/26/2024	2024	4,447.66	Local	To pay for cellular phones, services and maintenance of phone equipment.
2	DR0	REPROG-1352	8/23/2024	2024	20,588.00	Local	To cover PS Shortfall

FY 2025

There are no reprogrammings for the FY2025.